Execution Version

AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

CROWN HEALTH CARE LAUNDRY SERVICES, LLC

as Purchaser,

And

ALLIANCE LAUNDRY & TEXTILE SERVICES, LLC

as Seller

Dated as of January 14, 2019

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AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 14, 2019 (the "Amendment Date") but effective as of December 19, 2018 (the "Execution Date"), is entered into by and between Alliance Laundry & Textile Services, LLC, a Georgia limited liability company d/b/a Clarus Linen Systems ("Seller"), and Crown Health Care Laundry Services, LLC, a Delaware limited liability company ("Purchaser"). Annex I to this Agreement contains definitions of certain capitalized terms used herein and also provides cross-references to certain capitalized terms defined elsewhere in this Agreement.

RECITALS

- A. Seller is engaged in the business of providing linen rental and commercial laundry services to the healthcare industry in the Southeastern United States, including in and around Spartanburg, South Carolina and Atlanta and Albany, Georgia (the "Business");
- B. Seller is a debtor in that certain bankruptcy case under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "<u>Bankruptcy Code</u>"), filed on December 19, 2018 (the "<u>Petition Date</u>") in the United States Bankruptcy Court for the Northern District of New York (the "<u>Bankruptcy Court</u>") under Case No. 18-31754 (Main Case) (the "Bankruptcy Case");
- C. Purchaser desires to purchase and assume from Seller, and Seller desires to sell, transfer and assign to Purchaser, the Purchased Assets and the Assumed Liabilities in accordance with this Agreement and in accordance with and subject to the Sale Order, pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code; and
- D. Seller and Purchaser entered into the Asset Purchase Agreement dated as of the Execution Date (the "Original Purchase Agreement") and now wish to amend and restate the Original Purchase Agreement in its entirety as set forth herein, with effect from the execution and delivery of the Original Purchase Agreement on the Execution Date.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1. Purchase and Sale of Assets.

- (a) Purchased Assets. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser, all of Seller's right, title and interest in, to and under, free and clear of all Liabilities (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances), all of Seller's assets, properties, rights and interests of any nature whatsoever used in or related to the Business, excluding those assets identified as "Excluded Assets" in Section 1.1(b) (collectively, but in all cases expressly excluding those assets identified as "Excluded Assets" in Section 1.1(b), the "Purchased Assets"). Without limiting the generality of the foregoing, the Purchased Assets include, but are not limited to, the assets, properties, rights, and interests, set forth on Appendix 1.1(a).
- (b) Excluded Assets. Notwithstanding anything to the contrary in this Agreement or any of the Ancillary Agreements, in no event shall Seller be deemed to sell, transfer, assign or convey, and Seller shall retain all of its right, title and interest to, in and under, its assets, properties, rights and interests set forth on Appendix 1.1(b) (collectively, the "Excluded Assets");
- (c) Atlanta PP&E. Notwithstanding the inclusion of the Atlanta PP&E as an Excluded Asset on Appendix 1.1(b) as of the Execution Date, Seller shall have the option to designate the Atlanta PP&E as a "Purchased Asset." In order to exercise the option, Seller shall deliver written notice to Purchaser no later than five (5) days prior to the Bid Deadline.
- 1.2. <u>Assumption of Liabilities</u>. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, effective as of the Closing, Purchaser shall assume and discharge when due only those Liabilities arising exclusively out of the conduct and the operations of the Business by Purchaser or its Affiliates after the Closing and such other Liabilities as set forth on <u>Appendix 1.2</u> hereto (collectively, but in all cases excluding the Excluded Liabilities, the "<u>Assumed Liabilities</u>").
- 1.3. <u>Excluded Liabilities</u>. Except for the Assumed Liabilities set forth in <u>Section 1.2</u> (which shall, in no event, be Excluded Liabilities), Purchaser shall not assume, or become liable for the payment or performance of, any Liabilities whether arising before or after the Petition Date (collectively, the "<u>Excluded Liabilities</u>"), all of which shall remain Liabilities of Seller.

1.4. <u>Assigned Contracts and Excluded Agreements; Cure Costs.</u>

- (a) Set forth on <u>Appendix 1.4(a)</u> hereto is a list of Contracts that shall be assigned by Seller to Purchaser at the Closing (the "<u>Purchased Contracts</u>").
- (b) Purchaser may, in its sole discretion, designate, pursuant to this <u>Section</u> 1.4, any Contract listed on <u>Appendix 1.4(b)</u> (each listed Contract, an "<u>Optional Contract</u>") as a

Contract that, in addition to the Purchased Contracts, is to be assigned by Seller to Purchaser at the Closing. Upon Purchaser's request, Seller shall provide available information to Purchaser as to the Liabilities under the Optional Contracts in connection with Purchaser's assessment of whether to designate any such Contract as an Assigned Contract and accept an assignment of such Contract pursuant to the terms of this Agreement.

- (c) No later than eight (8) Business Days prior to the Hearing, Purchaser shall provide Seller with a schedule listing (i) the Purchased Contracts, and (ii) the Optional Contracts, if any, that are to be designated as Assigned Contracts (the "Assigned Contract Schedule"). No later than three (3) Business Days prior to the Hearing, Purchaser may identify in writing to Seller any additional Optional Contracts that Purchaser wants added to the Assigned Contract Schedule. Any Optional Contract added to the Assigned Contract Schedule shall become an Assigned Contract, and shall be deemed a Purchased Asset for purposes of this Agreement, and all Cure Costs with respect to such Assigned Contract and all Liabilities arising under such Assigned Contract exclusively after the Closing shall be an Assumed Liability for all purposes of this Agreement pursuant to the provisions of Sections 1.2 and 2.3 hereof. Notwithstanding the foregoing, at any time prior to one (1) Business Day prior to the Closing Date, Purchaser may identify in writing to Seller any Optional Contract as one that Purchaser no longer desires to have assigned to it and such Optional Contract shall for purposes of this Agreement be deemed to be an Excluded Agreement.
- (d) Seller shall (i) provide to Purchaser draft copies of any motions, applications or other documents to be filed with, and the proposed orders to be submitted to, the Bankruptcy Court seeking authorization to assume and assign any Contracts, within a reasonable period time under the circumstances, but in no event less than three (3) day, prior to the date Seller intends to file any of the foregoing and (ii) consult in good faith with Purchaser regarding the substance of the foregoing.
- (e) At the Closing, Seller shall assume and assign to Purchaser the Assigned Contracts for which Purchaser has agreed to fund Seller's payment of applicable Cure Costs, in each case pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to provision of adequate assurance as may be required under Section 365 of the Bankruptcy Code. In connection with such assumption and assignment, Purchaser shall, on or before Closing, or if such amount has not been determined prior to Closing, as soon as practicable after the Cure Costs for an Assigned Contract have been determined by the Bankruptcy Court, pay the Cure Costs of each Assigned Contract; provided, however, that Purchaser's agreement to pay Cure Costs shall be capped at \$25,000 (the "Cure Cap") and Purchaser retains the right to refuse to accept any Contract (i) based on a post-Closing determination of Cure Costs, or (ii) if the aggregate Cure Costs of all Assigned Contracts exceed the Cure Cap, even if such Contract was identified on the Assigned Contract Schedule.

ARTICLE 2

CONSIDERATION

2.1. <u>Consideration</u>. The aggregate purchase price for the purchase of the Purchased Assets and the assumption of the Assumed Liabilities shall be an amount determined as of the

Closing pursuant to the methodology set forth on <u>Appendix 2.1</u> to this Agreement (the "<u>Purchase Price</u>"), which amount includes cash equal to the Cure Cap. For purposes of illustration only, and as reflected in the sample calculation included on <u>Appendix 2.1</u>, if the purchase price were determined as of the Execution Date, it would be \$4,000,000 (the "<u>Estimated Purchase Price</u>"). The Parties acknowledge that the Estimated Purchase Price is merely an estimate and that the actual Purchase Price due at Closing may be an amount greater or less than the Estimated Purchase Price.

2.2. Payment of Purchase Price. The Purchase Price shall be payable as follows:

- (a) Deposit. Upon the execution of this Agreement, Purchaser shall, within three (3) Business Days following the date hereof, deposit with the Escrow Agent an amount equal to \$400,000 (the "Escrow Amount") in immediately available funds, to be released by the Escrow Agent only in accordance with the provisions of this Agreement and the Escrow Agreement. The Escrow Amount shall be applied against the Purchase Price at Closing and released to Seller at Closing in accordance with the provisions of this Agreement and the Escrow Agreement.
- (b) Closing Date Payment. On the Closing Date, Purchaser shall deliver to Seller, by wire transfer of immediately available funds, payment in an amount equal to the Purchase Price *minus* the Escrow Amount (the "Closing Date Payment").
- (c) Cure Costs. Upon payment of the Closing Date Payment, or as soon as practicable thereafter, Purchaser shall instruct Seller as to the portion of the Purchase Price, up to the Cure Cap, that is to be used by Seller to pay the Cure Costs owed with respect to each Assigned Contract, and Seller shall immediately comply with such instruction. Seller shall retain the Cure Cap for payment of Cure Costs until Purchaser has designated all Assigned Contracts and a determination has been made whether Cure Costs are owed. If total Cure Costs for all Assigned Contracts exceed the Cure Cap, Purchaser will have no obligation to fund amounts above the Cure Cap, though it may elect to do so in its sole discretion. If total Cure Costs are less than the Cure Cap, the balance of the Cure Cap will be disbursed to Seller.
- 2.3. <u>Condition of Conveyance</u>. Without limiting the provisions of this Agreement relating to the Ancillary Agreements or any other provisions of this Agreement relating to sale, transfer, assignment, conveyance or delivery, the Purchased Assets and the Assumed Liabilities shall be sold, transferred, assigned, conveyed and delivered by Seller to Purchaser by appropriate instruments of transfer, bills of sale, endorsements, assignments and deeds, in recordable form as appropriate, and otherwise all in form and substance reasonably satisfactory to Purchaser, and free and clear of any and all Liabilities (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances) of any and every kind, nature and description, all as pursuant to the Sale Order.
- 2.4. <u>Withholding</u>. If Purchaser is required by applicable Law to withhold or deduct any amount of Tax from the payment of the Purchase Price hereunder, then Purchaser shall be permitted to withhold or deduct (and, to the extent required by applicable Law, remit to the appropriate Governmental Bodies) the amount of any such Tax, and such withheld amount (to

the extent remitted to the appropriate Governmental Body) shall be treated for all purposes of this Agreement as having been paid to Seller.

ARTICLE 3

CLOSING AND TERMINATION

- 3.1. <u>Closing</u>. Subject to the satisfaction of the conditions set forth in <u>Section 9.1</u>, <u>Section 9.2</u> and <u>Section 9.3</u>, or the waiver thereof by the party entitled to waive the applicable condition, the closing of the transactions contemplated by this Agreement (the "<u>Closing</u>") shall take place remotely by exchange via electronic mail of signatures and other documents and information required to be delivered at Closing under this Agreement (or in such other manner or at such place as the parties may mutually designate in writing) on the date that is no later than the second (2nd) Business Day following the date on which all of the conditions set forth in <u>Section 9.1</u>, <u>Section 9.2</u> and <u>Section 9.3</u> are satisfied or waived by the party entitled to waive the applicable condition (other than conditions that by their nature are to be satisfied at the Closing). The date on which the Closing is held is referred to in this Agreement as the "<u>Closing Date</u>".
 - 3.2. Closing Deliveries by Seller. At the Closing, Seller shall deliver:
- (a) to the Escrow Agent, Joint Written Instructions, duly executed by Seller, directing the Escrow Agent to deliver the Escrow Amount (together will all accrued interest thereon, if any) to Seller;
- (b) to Purchaser, a duly executed bill of sale and assignment and assumption agreement, substantially in the form attached as <u>Exhibit A</u> hereto, with respect to (i) conveyances by Seller of the Purchased Assets to Purchaser and (ii) the assignment by Seller and the assumption by Purchaser of the Assumed Liabilities by Purchaser (the "<u>Bill of Sale</u>");
- (c) to Purchaser, the officer's certificates required to be delivered pursuant to Sections 9.3(a) and 9.3(c);
- (d) to Purchaser, a certificate executed by Seller in accordance with Treasury Regulation Section 1.1445-2(b)(2) to the effect that Seller is not a "foreign person" within the meaning of the Code Section 1445 or successor statute;
- (e) if the Sale Order does not authorize a sale free and clear of all Encumbrances (other than Permitted Encumbrances), then to Purchaser, releases and termination statements with respect to all Encumbrances (other than Permitted Encumbrances) on the Purchased Assets;
- (f) to Purchaser, all other previously undelivered Seller Ancillary Agreements required by this Agreement to be delivered by Seller at or prior to the Closing in connection with the transactions contemplated by this Agreement;
 - (g) [RESERVED];

- (h) to Purchaser, non-compete agreements for each of Seller Parent and Seller Principal, in the form attached hereto as <u>Exhibit C</u> (the "<u>Non-Compete Agreement</u>"), duly executed by Seller Parent and Seller Principal, as applicable;
- (i) to Purchaser, a bill of sale for the vehicles included in the Purchased Assets, in form and substance reasonably satisfactory to Purchaser, duly executed by Seller; and
- (j) to Purchaser, certificates of title or origin (or like documents) with respect to any vehicles or other equipment included in the Purchased Assets for which a certificate of title origin is required in order to transfer title.

3.3. <u>Closing Deliveries by Purchaser</u>. At the Closing, Purchaser shall deliver:

- (a) to the Escrow Agent, Joint Written Instructions, duly executed by Purchaser, directing the Escrow Agent to deliver the Escrow Amount (together with all accrued interest thereon, if any) to Seller;
 - (b) to Seller, the Closing Date Payment, in accordance with <u>Section 2.2(b)</u>;
 - (c) to Seller, the Bill of Sale, duly executed by Purchaser;
- (d) to Seller, the officer's certificates required to be delivered pursuant to Section 9.2(a); and
- (e) to Seller, any Cure Costs associated with Assigned Contracts designated as of the Closing Date in accordance with Section 2.2(c) that exceed the Cure Cap, to be paid by Seller to counterparties to such Assigned Contracts as part of Seller's assumption of such Assigned Contracts pursuant to Section 365(b) of the Bankruptcy Code;
 - (f) [RESERVED]; and
- (g) to Seller, the Non-Compete Agreements for Seller Parent and Seller Principal, duly executed by Purchaser.
- 3.4. <u>Termination of Agreement</u>. This Agreement may be terminated prior to Closing as follows:
- (a) by the mutual written consent of Seller and Purchaser at any time prior to the Closing;
- (b) by Purchaser, if the Closing shall not have been consummated on or prior to the Outside Date;
- (c) by Purchaser or Seller, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or there shall be in effect a final non-appealable order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

- (d) by Purchaser, if the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs, the business or the reorganization of Seller is appointed in the Bankruptcy Case without immediately ratifying all terms and conditions applicable to Seller herein and proceeding in good faith to consummate a Closing by the Outside Date;
- (e) by Purchaser, if following entry of the Sale Order, the Sale Order shall (A) be the subject of a pending appeal which stays the Closing, (B) have been reversed or (C) have been modified or amended in any manner materially adverse to Purchaser without the prior written consent of Purchaser;
- (f) by Purchaser, (i) if Seller shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement, or if any representation or warranty of Seller in this Agreement shall have become untrue, and (ii) any such breach, failure to perform or occurrence or the aggregate of all such breaches, failures to perform or occurrences referred to in clause (i) (A) would result in a failure of any condition set forth in Section 9.3(a) and (B) is not curable or able to be performed, or, if curable or able to be performed, is not cured or performed to the reasonable satisfaction of Purchaser prior to the earlier of (x) the Outside Date and (y) twenty (20) days after written notice of such breach, failure or occurrence is given to Seller by Purchaser;
- (g) by Seller, (i) if Purchaser shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement, or if any representation or warranty of Purchaser in this Agreement shall have become untrue, and (ii) any such breach, failure to perform or occurrence or the aggregate of all such breaches, failures to perform or occurrences referred to in clause (i) (A) would result in a failure of a condition set forth in Section 9.2(a) and (B) is not curable or able to be performed, or, if curable or able to be performed, is not cured or performed to the reasonable satisfaction of Seller prior to the earlier of (x) the Outside Date and (y) twenty (20) days after written notice of such breach, failure or occurrence is given to Purchaser by Seller;
- (h) by Purchaser, if any of the Purchased Assets are damaged or destroyed by any event or casualty prior to the Closing in a manner that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;
- (i) by Seller or Purchaser, if (i) Seller enters into a definitive agreement with respect to a Competing Bid, (ii) the Bankruptcy Court enters an order approving a Competing Bid and (iii) the Person making the Competing Bid consummates the Competing Bid;
- (j) by Purchaser, at any time on or after the date that is six (6) Business Days following the Hearing, if the Purchaser is not accepted as the Successful Bidder or the Backup Bidder (each as defined in the Bidding Procedures); or
- (k) by Purchaser in the event that the requirements of <u>Article 7</u> are not fulfilled within the timeframes set forth therein.
- 3.5. <u>Procedure Upon Termination</u>. In the event of a termination of this Agreement by Purchaser or Seller, or both of them, pursuant to <u>Section 3.4</u>, (a) written notice of such

termination shall be given promptly by the terminating party to the other party hereto, specifying the provision hereof pursuant to which such termination is made, and (b) except as set forth in Section 3.6, this Agreement shall thereupon terminate and become void and of no further force or effect, and the consummation of the transactions contemplated by this Agreement shall be abandoned without further action of the parties hereto; provided, however, notwithstanding anything contained in this Agreement to the contrary, such termination shall not relieve either party hereto from Liability for its breach of this Agreement prior to such termination. Any termination of this Agreement by Purchaser or Seller, or both of them, pursuant to Section 3.4 shall be effective on the date that written notice of such termination is given by the terminating party to the other party hereto.

- 3.6. <u>Effect of Termination</u>. If this Agreement is terminated pursuant to <u>Section 3.4</u>, this Agreement shall become void and of no further force or effect (except for the provisions of <u>Section 3.7</u> (*Distribution of Deposit on Termination*), <u>Section 7.4</u> (*Break-Up Fee*), <u>Article 10</u> (*Miscellaneous*), and such portions of **Annex I** (*Definitions*) as are necessary to give effect to the foregoing, all of which shall continue in full force and effect), and Seller shall be free immediately to enjoy all rights of ownership of the Purchased Assets and to sell, transfer, encumber or otherwise dispose of the Purchased Assets to any party without any restriction under this Agreement.
- 3.7. <u>Distribution of Deposit on Termination</u>. (i) If this Agreement is terminated pursuant to <u>Section 3.4(g)</u>, (A) the Escrow Amount (together with all accrued interest thereon, if any) shall be paid to Seller, and (B) Seller and Purchaser shall, within three (3) Business Days of termination, deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to deliver the Escrow Amount (together with all accrued interest thereon, if any) to Seller; or (ii) if this Agreement is terminated pursuant to <u>Sections 3.4(a)</u>, <u>3.4(b)</u>, <u>3.4(d)</u>, <u>3.4(d)</u>, <u>3.4(d)</u>, <u>3.4(d)</u>, <u>3.4(d)</u>, <u>3.4(d)</u>, <u>3.4(f)</u>, <u>3.4(f)</u>, <u>3.4(f)</u>, <u>3.4(f)</u>, <u>3.4(f)</u>, <u>3.4(f)</u>, <u>3.4(f)</u>, 3.4(g), 3.4(

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the representations and warranties in this <u>Article 4</u> to Purchaser as of the Execution Date and as of the Closing Date.

4.1. <u>Corporate Organization</u>. Seller is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Georgia. Seller has all requisite power and authority to own, lease, develop and operate the Purchased Assets that it owns, leases, develops and operates and to conduct the Business as it is now being operated by it. Seller is duly licensed or qualified and in good standing to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary. Seller does not have any subsidiaries, nor does it otherwise own any equity interest in any other Person.

4.2. Authority Relative to This Agreement. Subject to entry of the Sale Order, Seller has all requisite limited liability company power, authority and legal capacity to (a) execute and deliver this Agreement, (b) execute and deliver the Seller Ancillary Agreements, and (c) perform its obligations hereunder and under each of the Seller Ancillary Agreements, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Seller Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of Seller. This Agreement has been, and at or prior to the Closing, each of the Seller Ancillary Agreements will be, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto, and the entry of the Sale Order) this Agreement constitutes, and each of Seller Ancillary Agreements, when so executed and delivered, will constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms, subject to the Bankruptcy Exceptions.

4.3. Conflicts; Consents of Third Parties.

- (a) Subject to entry of the Sale Order, neither the execution and delivery of this Agreement or any of the Ancillary Agreements by Seller, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by Seller with any of the terms or provisions hereof or thereof, will (i) conflict with or result in a breach of any provision of the articles of incorporation, bylaws, or other governing documents of Seller, (ii) conflict with or result in a breach of any Law applicable to Seller, or (iii) conflict with, violate, result in the breach or termination of or the loss of a benefit under, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) or adverse modification of any terms or rights under, any Contract or Permit or (iv) result in any Encumbrance (other than Permitted Encumbrances) on any of the Purchased Assets.
- (b) Subject to entry of the Sale Order, no Permit, registration, or declaration of or from, or notice or filing with, any Governmental Body or any other Person is required for or in connection with the execution and delivery by Seller of this Agreement and each Ancillary Agreement to which Seller is a party, and the consummation by Seller of the transactions contemplated hereby and thereby.
- 4.4. <u>Litigation</u>. Except as set forth on <u>Section 4.4</u> of the Seller Disclosure Schedule, there is no litigation, action, claim, suit, proceeding, investigation, examination, hearing, mediation, arbitration, inquiry, subpoena or audit, whether in law or equity, or whether civil, criminal, regulatory, arbitral or administrative (except as filed as part of the Bankruptcy Case) related to the Business, the Purchased Assets, or the Assumed Liabilities (collectively, "<u>Actions</u>"), pending or, to the Knowledge of Seller, threatened. Except as filed as part of the Bankruptcy Case, Seller is not subject to any judgment, decree, injunction, subpoena, order, ruling, writ, assessment or award of any court, arbitration panel or other Governmental Body that relates to the Business, the Purchased Assets or the Assumed Liabilities and for which Seller has continuing obligations or Liabilities.
- 4.5. <u>Intellectual Property</u>. Seller is the exclusive owner of all right, title, and interest in and to all Seller Intellectual Property. <u>Section 4.5</u> of the Seller Disclosure Schedule sets forth a true, complete and correct list of all Seller Intellectual Property, including, without limitation,

- (i) all of the patents, registered trademarks, registered copyrights, internet domain names, and applications for any of the foregoing, in each case that constitute Seller Intellectual Property ("Registered IP") and (ii) all software included in Seller Intellectual Property. Except as set forth on Section 4.5 of the Seller Disclosure Schedule, (w) no Registered IP has been adjudged invalid or unenforceable in whole or in part, (x) all Registered IP is valid and enforceable, (y) the Business has not infringed upon or misappropriated any Intellectual Property of any third Person, and (z) to the Knowledge of Seller, the Seller Intellectual Property has not been infringed upon or misappropriated by any third Person. Seller has taken commercially reasonable efforts to protect the confidentiality of its material trade secrets and confidential information relating to the Business. No Person who has performed services, whether for Seller or any Affiliate of Seller, in connection with the development or enhancement of Seller Intellectual Property holds any proprietary or other ownership rights with respect to such Seller Intellectual Property. Each Person who has contributed to or participated in the creation or development of any Seller Intellectual Property for, or for the benefit of, Seller or any Affiliate of Seller either is a party to a work-for-hire agreement under which Seller is deemed to be the original owner/author of all propriety rights therein or has executed an enforceable assignment in favor of Seller of all right, title and interest in all of the same. The Seller Intellectual Property is all of the Intellectual Property (a) used by Seller in connection with the Business, and (b) that is necessary for the Business to be conducted in the same manner as historically conducted by Seller prior to the Closing.
- 4.6. <u>Permits. Section 4.6</u> of the Seller Disclosure Schedule lists all of the Permits issued to Seller and used, or held for use, in connection with the operation of the Business or applicable to the ownership of the Purchased Assets or assumption of the Assumed Liabilities (collectively, the "<u>Seller Permits</u>"). The Seller Permits are all of the Permits that are required or necessary (i) for the ownership or use of the Purchased Assets and (ii) for the operation of the Business. Each Seller Permit is in full force and effect. Seller is in compliance with its obligations under each Seller Permit and the rules and regulations of the Governmental Body issuing such Seller Permit. There is no pending, or to the Knowledge of Seller, threatened, Action with respect to revocation, cancellation, suspension or nonrenewal of any such Seller Permit. Seller has not received any written notice from any Governmental Body (x) asserting the violation of the terms of any such Seller Permit, (y) threatening to revoke, cancel, suspend or not renew the terms of any such Seller Permit, or (z) seeking to impose fines, penalties or other sanctions for violation of the terms of any such Seller Permit.

4.7. <u>Title to Assets; Condition of Assets</u>.

Schedule, Seller has good and marketable title, or a valid leasehold interest, as applicable, in and to each of the Purchased Assets owned or leased by it and has the right to use the respective Purchased Assets necessary for the conduct of the Business as currently conducted. Subject to entry of the Sale Order, Seller has, and at the Closing Purchaser shall receive, good, valid and marketable title, or valid leasehold interest in, as applicable, to the Purchased Assets, free and clear of all Liabilities (except Assumed Liabilities) and Encumbrances (except Permitted Encumbrances). The Purchased Assets are sufficient for Purchaser to conduct a business substantially similar to the Business after the Closing in substantially the same manner as Seller conducted the Business prior to the Closing and, except for the Excluded Assets, constitute all of

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the rights, property and assets necessary to conduct a business substantially similar to the Business conducted by Seller, should Purchaser elect to do so.

(b) <u>Section 4.7(b)</u> of the Seller Disclosure Schedule sets forth a complete and correct list of all of Seller's personal property, equipment, fixtures, machinery, and other fixed assets (the "<u>Fixed Assets</u>"), and the location and book value (determined in accordance with GAAP) of each such Fixed Asset. The Fixed Assets are in good operating condition and repair, subject to ordinary wear and tear consistent with their age and use, and are suitable for their intended uses. During the past three (3) years there has not been any significant interruption of the operations of the business of Seller to inadequate maintenance of the Fixed Assets or the Leased Real Property or otherwise.

4.8. Real Property.

- (a) Seller does not own any real property.
- (b) Section 4.8(b) of the Seller Disclosure Schedule sets forth a complete and correct list of all leasehold interests in real property that are owned by Seller or that are used by Seller (or useful to Seller) in connection with the operation of the Business, all of which shall constitute Leased Real Property hereunder, specifying the address or other information sufficient to identify all such Leased Real Property. With respect to the Leased Real Property:
 - (i) True and correct copies of each of the leases for the Leased Real Property, together with all amendments, modifications, guaranties, supplements, letter agreements, understandings and correspondence related thereto have been made available to Purchaser, and each of such leases is valid, binding, enforceable (subject to the Bankruptcy Exceptions) and in full force and effect; and
 - (ii) Seller has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof, Seller has not pledged, mortgaged or otherwise granted an Encumbrance on Seller's leasehold interest in any Leased Real Property, and Seller has received no notice that it is in default under any lease for the Leased Real Property that would not be resolved through the payment of Cure Costs.
- 4.9. <u>Compliance with Law</u>. Seller: (i) is in compliance with all applicable Laws relating to the Business, the Purchased Assets and the Assumed Liabilities, (ii) as of the Execution Date, has not received written notice of any alleged violation of any Law applicable to the Business, the Purchased Assets or Assumed Liabilities, and (iii) is not subject to, or in default in any respect with, any order of any Governmental Body applicable to the Business, the Purchased Assets or Assumed Liabilities or the transactions contemplated under this Agreement.

4.10. Employees; Employee Benefits.

(a) <u>Section 4.10(a)</u> of the Seller Disclosure Schedule sets forth a true and complete list of individuals that are currently employed by Seller in the Business and all individuals that are on temporary or permanent lay-off or furlough status ("<u>Business Employees</u>"), including name, title, date of hire, former or current base salary or wage rate,

position, title, bonus opportunity, and whether such employee is out on disability or other permitted leaves of absence and/or is on temporary or permanent lay-off or furlough status.

- (b) Except as set forth on <u>Section 4.10(b)</u> of the Seller Disclosure Schedule, Seller is not a party to any labor or collective bargaining agreement that covers any Business Employees. To the Knowledge of Seller, there are no union organizing activities pending or overtly threatened with respect to the Business Employees. There are no strikes, lockouts or other material labor disputes pending or, to the Knowledge of Seller, overtly threatened by or with respect to any Business Employees.
- (c) <u>Section 4.10(c)</u> of the Seller Disclosure Schedule sets forth a list of all of the material pension, retirement, profit-sharing, deferred compensation, equity compensation, severance, change in control, vacation, medical, dental, disability, life insurance, bonus or other plans, programs, arrangements or agreements (including all "employee benefit plans" as that term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) currently or previously within the last ten (10) years maintained, sponsored or contributed to by Seller or any of its Affiliates for the benefit of the Business Employees or any beneficiary or dependent thereof or for which Seller or any of its ERISA Affiliates has or may have any Liability (collectively, the "Benefit Plans").
- (d) Except as set forth on <u>Section 4.10(d)</u> of the Seller Disclosure Schedule, Seller has not, within the last ten (10) years (i) maintained, contributed to, participated in, or incurred any Liability with respect to, any employee benefit plan that is subject to Title IV of ERISA, Code Section 412, or ERISA Section 302, or (ii) participated in, contributed to, or incurred any Liability with respect to, a multiemployer plan within the meaning of Section 3(37) of ERISA ("<u>Multiemployer Plan</u>") or multiple employer pension or welfare plan.
- (e) Except as provided in <u>Section 4.10(e)</u> of the Seller Disclosure Schedule, neither Seller nor any of its ERISA Affiliates has any Liability and, to the Knowledge of Seller, there are no facts or circumstances that might give rise to any Liability, and the consummation of the transactions contemplated by this Agreement will not result in any Liability: (i) for the termination of or withdrawal from any Benefit Plan under Sections 4062, 4063 or 4064 of ERISA; (ii) for any lien imposed under Section 302(f) of ERISA or Section 412(n) of the Code; (iii) for any interest payments required under Section 302(e) of ERISA or Section 412(m) of the Code; (iv) for any excise tax imposed by Section 4971 of the Code; (v) for any minimum funding contributions under Section 302(c)(11) of ERISA or Section 412(c)(11) of the Code; or (vi) for withdrawal from any Multiemployer Plan under Section 4201 of ERISA.
- (f) Each of the Benefit Plans intended to be "qualified" within the meaning of Code Sections 401(a) has received a favorable determination letter or may rely on a favorable opinion letter as to such plan's qualified status, and no circumstances exist that would reasonably be expected to result in the revocation of any such letter. Each of the Benefit Plans has been (i) administered in compliance with its terms and (ii) maintained in accordance with ERISA, the Code and any other applicable Laws.
- (g) With respect to each Benefit Plan: (i) no Actions or disputes are pending, or, to the Knowledge of Seller, threatened; and (ii) all premiums, contributions, or other

payments required to have been made under the terms of any Benefit Plan or any contract or agreement relating thereto as of the Closing Date have been made.

- (h) Except as set forth in <u>Section 4.10(h)</u> of the Seller Disclosure Schedule and except as required by COBRA or other applicable Laws, no Benefit Plan provides for medical or death benefits with respect to any employee or former employee of Seller or its predecessors after termination of employment.
- (i) Except as otherwise expressly contemplated by the terms of this Agreement, the consummation of the transactions contemplated by this Agreement shall not give rise to any material Liability under any Benefit Plan, or accelerate the time of payment or vesting or increase the amount of compensation or benefits due to any employee, director or independent contractor of Seller (whether current, former or retired) or their beneficiaries solely by reason of such transactions.
- 4.11. <u>Insurance Policies</u>. <u>Section 4.11</u> of the Seller Disclosure Schedule sets forth a complete list of all insurance policies with respect to which Seller is a party, a named insured or otherwise the beneficiary of coverage with respect to any of the Purchased Assets or the Assumed Liabilities. All such insurance policies are in full force and effect, Seller has paid all premiums on such policies as they have become due, and Seller is not in default thereunder. <u>Section 4.11</u> of the Seller Disclosure Schedule sets forth an accurate and complete list of all pending claims made or paid under insurance policies maintained by Seller with respect to which Seller was a named insured or otherwise the beneficiary of coverage since December 31, 2016.

4.12. Tax Matters.

- (a) Seller has (or will have by the Closing Date) filed all Tax Returns that are required to be filed on or before the Closing Date and such Tax Returns have been (or will be by the Closing Date) properly prepared and timely filed and were (or will be by the Closing Date) true, complete and accurate in all respects.
- (b) Except as to those obligations disclosed on the Bankruptcy Schedules, Seller has fully and timely paid all Taxes due and payable (whether or not shown on any Tax Return), and Seller has withheld and timely paid over to the appropriate taxing authority all Taxes that they are required to withhold from amounts paid or owing to any employee, creditor, independent contractor or other Person in compliance with all Tax withholding and remitting provisions of applicable Laws and has complied in all respects with all Tax information reporting provisions of all applicable Laws.
- (c) Seller has not waived any statute of limitations with respect to any Taxes or agreed to any extension of time with respect to the collection or assessment or reassessment of Taxes due from Seller for any taxable period and no request for any such waiver or extension is currently pending.
- (d) Except as set forth on <u>Section 4.12(d)</u> of the Seller Disclosure Schedule, no audits or administrative or judicial or other Actions are pending or being conducted or, to the Knowledge of Seller, being threatened in writing with respect to the Taxes due from Seller, no Governmental Body has given notice in writing of any intention to assert any deficiency or claim

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for additional Taxes against Seller, no claim has been made by any Governmental Body in a jurisdiction where Seller does not file a Tax Return that Seller is or may be subject to Taxation by that jurisdiction, and all deficiencies for Taxes asserted or assessed against Seller have been fully and timely paid or have otherwise been resolved.

- (e) Except as set forth on <u>Section 4.12(e)</u> of the Seller Disclosure Schedule, none of the Purchased Assets are subject to any Liability (other than Assumed Liabilities) or Encumbrance (other than Permitted Encumbrances) for Taxes.
- (f) None of the Purchased Assets are "tax-exempt use property" within the meaning of Section 168(h) of the Code.
- (g) Seller has not had a permanent establishment in any foreign country, as defined in any applicable Tax treaty or convention between the United States and such foreign country, and Seller is not engaged in a trade or business in any foreign country with which the United States does not have a Tax treaty or convention.
- (h) Seller is not a "foreign person" as that term is used in Treasury Regulation Section 1.1445-2. Seller does not have, and has never had, a permanent establishment in any country other than the United States. Seller is not a "disregarded entity" as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).

4.13. Customers and Suppliers.

- (a) Section 4.13(a) of the Seller Disclosure Schedule sets forth a true, complete and correct list of (i) all customers of Seller (each, a "Seller Customer"), and the aggregate revenues attributable to and monthly pounds processed by each such Seller Customer for the fiscal year ended on December 31, 2017 and for the nine (9) month period ended September 30, 2018, and (ii) all suppliers for Seller (each, a "Seller Supplier"), and the aggregate amounts of payments made to each Seller Supplier, in each case, for the fiscal year ended December 31, 2017, and for the nine (9) month period ended September 30, 2018.
- (b) Except as set forth on Section 4.13(b) of the Seller Disclosure Schedule, no Seller Customer or Seller Supplier (i) has provided Seller with any notice or communication terminating, suspending or reducing in any material respect, or specifying an intention to terminate, suspend or reduce in any material respect in the future, or otherwise reflecting a materially adverse change (including pricing) in, the business relationship between such Seller Customer or Seller Supplier and Seller, or (ii) has cancelled or otherwise terminated or materially amended, modified or reduced any Contract between such Seller Customer or Seller Supplier and Seller.
- 4.14. <u>Financial Statements</u>. Seller has made available to Purchaser true, correct and complete copies of (a) Seller's financial statements consisting of balance sheets of Seller as of December 31, 2016 and 2017, and the related statements of comprehensive income and cash flow for the years then ended (collectively, the "<u>Fiscal Year Financial Statements</u>"), and (b) financial statements consisting of the balance sheet of Seller as of September 30, 2018, and the related statements of comprehensive income and cash flow for the nine-month period then ended (collectively, the "<u>Interim Financial Statements</u>" and together with the Fiscal Year Financial

Statements, the "Financial Statements"). The Financial Statements (i) were prepared in accordance with GAAP consistently applied through the applicable periods involved (except that the Interim Financial Statements are subject to normal year-end adjustments (the effect of which will not, individually or in the aggregate, be material) and do not include footnotes (that, if presented, would not differ materially from those presented in the Fiscal Year Financial Statements)), (ii) are correct and complete in all material respects, and (iii) present fairly in all material respects the financial condition of Seller as of the respective dates they were prepared and the results of the operations, stockholders' equity and cash flows of Seller for the period indicated.

- 4.15. <u>Undisclosed Liabilities</u>. Seller does not have any Liabilities, except (i) those that are adequately reflected or reserved against in the Interim Balance Sheet (ii) those Liabilities that are disclosed on the Bankruptcy Schedules and (iii) those that have been incurred in the Ordinary Course of Business since the date of the Interim Balance Sheet, which are not material in amount (either individually or in the aggregate) and none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of Contract, breach of warranty, tort, infringement, violation of Law, or any Action.
- 4.16. <u>Absence of Certain Developments</u>. Except as set forth on <u>Section 4.16</u> of the Seller Disclosure Schedule, since December 31, 2017, Seller has conducted the Business only in the Ordinary Course of Business and, without limiting the foregoing, Seller has not, with respect to the Business, the Purchased Assets or the Assumed Liabilities:
 - (a) experienced or suffered a Material Adverse Effect;
- (b) sold or otherwise disposed of any of its assets or properties, tangible or intangible;
- (c) created or suffered to exist any Encumbrance (other than a Permitted Encumbrance) upon any of its assets, tangible or intangible;
- (d) entered into or consummated any transaction involving the acquisition of the capital stock or other equity securities, assets, property, or business lines of any Person other than purchases of Inventory in the Ordinary Course of Business;
- (e) made any change in accounting principles, practices or methods, except to the extent required by changes in GAAP or applicable Law;
- (f) suffered or sustained any damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by Seller with respect to the Business or any of the Purchased Assets, whether or not covered by insurance, in excess of \$5,000, individually or in the aggregate;
 - (g) had any employee strike, work stoppage, slow down or lockout;
- (h) made any change in excess of five percent (5%) in the rate of compensation, commission, bonus or other direct or indirect remuneration payable, or paid or agreed or promised to pay, conditionally or otherwise, any bonus, extra compensation, pension

or severance or vacation pay, to any employee, consultant, salesman, representative or agent of the Business:

- (i) instituted, settled or agreed to settle, or become the subject of or named in, any Action before any Governmental Body, other than, for the avoidance of doubt, the applicable Bankruptcy Case;
- (j) released or waived any material right or claim against any other Person; and
 - (k) agreed or committed (orally or in writing) to any of the foregoing.
- 4.17. <u>Linen Inventory</u>. <u>Section 4.17</u> of the Seller Disclosure Schedule sets forth the quantity, location, and book value (determined in accordance with GAAP) of the linen inventory owned by Seller (the "Linen Inventory"). The Linen Inventory consists of a quality and quantity usable and saleable in the Ordinary Course of Business, except for obsolete, damaged or defective items that have been written off or written down to fair market value. All such linen is owned by Seller free and clear of all Encumbrances (except Permitted Encumbrances), and no linen is held on a consignment basis. The quantity of the Linen Inventory is not excessive, but is reasonable in the present circumstances of Seller. The Linen Inventory is of a quantity and quality sufficient for Seller's current operations. Seller (i) has provided Purchaser complete and accurate information regarding capital expenditures with respect to the Linen Inventory for the past three (3) years, and (ii) confirms that such capital expenditures have been adequate during the past three (3) years to maintain a sufficient Linen Inventory that is usable and saleable in the Ordinary Course of Business. No customer for which Seller acquires linen has a deficiency in linen inventory as to amount, nature or kind. Seller has no obligations to supply linen to customers that own their own linen directly nor any other Liability with respect to such customer owned linens. The average useful life of the Linen Inventory is twenty four (24) months, which is consistent with the average useful life of Seller' linen inventory during the past three (3) years.

4.18. Material Contracts.

- (a) <u>Section 4.18(a)</u> of the Seller Disclosure Schedule sets forth a complete and accurate list of each of the following Contracts (collectively, the "<u>Material Contracts</u>") and Seller's good faith estimate, as of the Execution Date, of the Cure Costs, if any, applicable to each such Contract:
 - (i) Any Contract concerning marketing of or relating to research and development of any of the products sold by Seller;
 - (ii) Any Contract (A) relating to indebtedness or the guaranty of another Person's indebtedness, or (B) pursuant to which Seller has loaned or advanced money to any Person, other than sales to customers on credit in the Ordinary Course of Business:
 - (iii) Any Contract granting any Person an Encumbrance on any of the Purchased Assets;

- (iv) Any Contract (A) providing for any Person to be the exclusive provider of any product or service sold or provided by Seller or the exclusive recipient of any such product or service, or otherwise imposing any exclusivity obligation on Seller, (B) containing a covenant by Seller not to (x) compete with any Person in any business in any geographic area or (y) solicit or hire any Person, or (C) including any "most favored nations" or similar pricing terms or other similar protections or assurances;
- (v) Any licenses or Contracts with respect to proprietary or Intellectual Property rights (other than licenses of generally available non-customized computer software granted to Seller with a total replacement cost of less than \$5,000), including any agreement with any current or former employee, consultant or contractor regarding appropriation or non-disclosure of any Intellectual Property;
- (vi) Any Contract or group of related Contracts with the same party (or group of related parties) either (A) requiring payments after the Execution Date to or by Seller of more than \$5,000 or (B) not terminable by Seller on sixty (60) days' or less notice without penalty or other Liability;
- (vii) Any Contract establishing or creating any partnership, joint venture, limited liability company, limited liability partnership or similar entity;
- (viii) Any Contract that requires Seller to purchase all or substantially all of their requirements for a product or services from a particular Person, requires Seller to sell all of any type of product or service to a particular Person, or otherwise contains any exclusivity obligations;
- (ix) Any Contract that involves the grant by or to Seller of exclusive rights;
- (x) Any Contract with any Affiliate of Seller or with any manager, director, officer, stockholder or employee of Seller or any Affiliate of Seller;
- (xi) Any Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property, including each lease for the Leased Real Property and any Contract for the lease of any Purchased Asset;
 - (xii) Any Contract with a Seller Customer
- (xiii) Any Contract with a Seller Supplier that provides goods or services that are material to the operation of the Business; and
- (xiv) Any other Contract which is material to Seller, the Business, or any Purchased Asset or Assumed Liability.
- (b) Each Material Contract is in full force and effect, and is valid, binding and enforceable against Seller and, to the Knowledge of Seller, the other parties thereto, in accordance with its terms, in each case with respect to enforceability, subject to the Bankruptcy Exceptions. There is no material breach or default by Seller under any Material Contract and, to

the Knowledge of Seller, no event has occurred which, with due notice or lapse of time or both, would constitute such a breach or default, in each case, that will not be cured by compliance with the Sale Order at Closing, including payment of any Cure Costs that the Purchaser is required to pay pursuant to this Agreement. To the Knowledge of Seller, (x) no other party to any Material Contract is in material default in respect thereof and (y) no event has occurred which, with due notice or lapse of time or both, would constitute such a default. During the prior three (3) years, Seller has not released or waived any material rights under any Material Contract.

- (c) Seller has provided to Purchaser true, correct and complete copies of each written Material Contract and true, correct and complete descriptions of all material terms of all oral Material Contracts, as amended to date.
- 4.19. Affiliated Transactions. Except as set forth on Section 4.19 of Seller Disclosure Schedule, (i) no Affiliate of Seller is a party to any Material Contract or owns or has any interest in any property used in the operation of the Business or in any other Purchased Assets or Assumed Liabilities, (ii) during the past three (3) years, Seller has not, directly or indirectly, purchased, leased or otherwise acquired or used any property, assets or rights of or obtained any services from, or sold, leased or otherwise distributed, transferred or disposed of any assets, properties or rights or furnished any services to, or otherwise engaged in transactions with, any Affiliate of Seller, and (iii) neither of the Business nor operations of Seller related to any of the Purchased Assets or the Assumed Liabilities is or has been conducted through any Affiliate of Seller.
- 4.20. <u>Environmental, Health and Safety Matters</u>. Except as set forth on <u>Section 4.20</u> of the Seller Disclosure Schedule:
- (a) Seller (i) is and within the past five years has been in compliance in all material respects with all applicable Environmental, Health and Safety Requirements, and (ii) has obtained all Permits arising under Environmental, Health and Safety Requirements that are necessary for the conduct of the Business in compliance in all material respects with Environmental, Health and Safety Requirements;
- (b) Seller has not received any unresolved written notice, report or other written communication regarding any actual or alleged violation of Environmental, Health and Safety Requirements or any unresolved actual or alleged Environmental Liabilities;
- (c) no material Release has occurred or is occurring at or from any Leased Real Property that requires notice to any Governmental Body, further investigation, any form of response action under applicable Environmental, Health and Safety Requirements, or that could reasonably be expected to form the basis of a material claim for damages or compensation by any Person;
- (d) Seller has not agreed to, assumed or retained any material Environmental Liability under any lease, purchase agreement, sale agreement, joint venture agreement or other binding corporate or real estate document or agreement, including any Assigned Contract; and
- (e) Seller has made available to Purchaser all significant environmental reports, data, documents, studies, analyses, investigations, audits and reviews in Seller's

possession or control as necessary to reasonably disclose to Purchaser any material Environmental Liabilities in relation to the Business, the Purchased Assets, or the Assumed Liabilities.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties in this <u>Article 5</u> to Seller as of the Execution Date and as of the Closing Date.

- 5.1. <u>Corporate Organization</u>. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Delaware.
- 5.2. Authority Relative to This Agreement. Purchaser has all requisite limited liability company power, authority and legal capacity to (a) execute and deliver this Agreement, (b) execute and deliver the Ancillary Agreements to be executed by Purchaser, and (c) perform its obligations hereunder and under each of the Ancillary Agreements to be executed by Purchaser, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of such Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of Purchaser. This Agreement has been, and at or prior to the Closing each of such Ancillary Agreements will be, duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto, and the entry of the Sale Order) this Agreement constitutes, and each of such Ancillary Agreements when so executed and delivered will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its respective terms, subject to the Bankruptcy Exceptions.
- 5.3. Consents and Approvals; No Violation. Neither the execution and delivery of this Agreement or any of the Ancillary Agreements by Purchaser, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by Purchaser with any of the terms or provisions hereof or thereof, will (i) conflict with or result in a breach of any provision of the articles of incorporation, bylaws or other governing documents of Purchaser, (ii) conflict with or result in a breach of any Law applicable to Purchaser or (iii) conflict with, violate, result in the breach or default under any Contract to which Purchaser is a Party, except as in each case clauses (i) through (iii) above would not have a material adverse effect on the ability of Purchaser to consummate the transactions contemplated at the Closing. The execution, delivery and performance by Purchaser of this Agreement does not require Purchaser to make any filing with or give notice to, or obtain any consent or Permit from, any Governmental Body, other than the Sale Order and other than that which will have been made, given or obtained at or prior to the Closing.
- 5.4. <u>Sufficiency of Funds</u>. Purchaser has as of the Execution Date, and shall have at the Closing, funds that are sufficient to pay the Purchase Price, assume the Assumed Liabilities and otherwise consummate all of the transactions contemplated hereunder.

ARTICLE 6

EMPLOYEES

6.1. Employees.

- Purchaser (or its Affiliates) may, in its sole discretion, make written offers (a) of employment to any or all of the Business Employees (the "Offer Employees"), with such employment by Purchaser or its Affiliate (as applicable) to commence as of the Closing Date, conditional on Closing, on such terms as Purchaser chooses in its sole discretion. Each such Offer Employee who executes and delivers an offer letter on or before the Closing Date and commences employment with Purchaser (or its Affiliates) on the Closing Date is hereinafter referred to as a "Hired Employee". Prior to the Closing, Seller shall cooperate with Purchaser in its efforts to obtain an executed offer letter from each Offer Employee. Subject to the foregoing provisions of this Section 6.1(a), all such offers of employment shall be (i) subject to such compensation, benefit and other terms and conditions of employment as Purchaser shall determine in its sole discretion and (ii) contingent on such Business Employee's waiver of any claims to termination payments against Seller's bankruptcy estate or employment-related claims against Purchaser arising out of Seller's employment or successor liability theories. Notwithstanding the foregoing, Purchaser reserves the right to amend, modify or discontinue at any time the compensation and other terms and conditions of employment, or terminate the On the Closing Date, Seller shall terminate the employment, of the Hired Employees. employment of each Hired Employee and Purchaser shall commence its employment of such Hired Employee.
- (b) Purchaser shall not have any responsibility, liability or obligation, whether to Business Employees, Offer Employees, Hired Employees, former employees, their beneficiaries or to any other Person, with respect to any employee benefit plans, practices, programs or arrangements, including the Benefit Plans (including the establishment, operation or termination thereof and the notification and provision of COBRA coverage) maintained by Seller.
- (c) Nothing in this <u>Article 6</u> expressed or implied shall confer any third party rights or remedies hereunder in any Person, including any Business Employees, Offer Employees, or Hired Employees and nothing herein amends any Benefit Plan or any employee benefit plan of Purchaser.
- (d) Notwithstanding anything in this Agreement to the contrary, Purchaser shall not be obligated to provide any severance, separation pay or other payments or benefits to any employee of Seller or any Affiliate of Seller, including without limitation, any Business Employee, Offer Employee, or Hired Employee, on account of any termination of such employee's employment on or before the Closing Date, and such payments and benefits (if any) shall remain obligations of Seller.
- (e) Seller shall remain solely responsible for any and all Liabilities that could arise under the WARN Act as a result of or relating to this Agreement, to the transactions contemplated hereby, or in connection with any employment losses occurring on or prior to the

Closing Date, and Seller shall take all actions that are necessary or proper to comply with the WARN Act.

- (f) Subject to applicable Law, Seller shall cooperate with Purchaser and shall permit Purchaser a reasonable period during normal business hours prior to the Closing Date, to communicate with Business Employees on temporary or permanent lay-off or furlough status and meet with current Business Employees at such times as Purchaser shall reasonably request in connection with Purchaser determining which Business Employees shall be extended an offer of employment. Furthermore, Seller shall provide Purchaser with reasonable access to employment records required by Purchaser which Seller may lawfully provide to Purchaser.
- with each other to provide an orderly administrative transition to Purchaser of the Hired Employees, including the provision by Seller to Purchaser of all necessary or appropriate documents, records, materials, accounting files and Tax information with respect to each Hired Employee. Seller consents to the hiring of the Hired Employees by Purchaser and waives (on behalf of itself and its Affiliates) with respect to the employment of the Hired Employees by Purchaser or any of its Affiliates, all claims and rights Seller or its Affiliates have under (A) any non-competition, confidentiality, non-solicitation or similar restrictive covenants with the Hired Employees (other than with respect to an Assigned Contract) and (B) that certain Confidentiality Agreement, dated July 23, 2018, by and between Quilvest USA, Inc. and Seller Parent (the "Confidentiality Agreement").
- 6.2. <u>No Assumption of Liabilities</u>. Nothing in this <u>Article 6</u> shall be construed to hold Purchaser liable for any Liabilities of Seller or its Affiliates other than the Assumed Liabilities expressly assumed by Purchaser pursuant to <u>Section 1.2</u>.

ARTICLE 7

BANKRUPTCY COURT MATTERS

- 7.1. <u>Competing Bids</u>. Purchaser acknowledges and is aware that the transactions contemplated by this Agreement are subject to any higher or better bids ("<u>Competing Bids</u>") as part of a sale process to be conducted in the Bankruptcy Case, as well as any objections by creditors and parties in interest, as set forth in the Bidding Procedures described in <u>Section 7.2</u>.
- 7.2. <u>Sale Motion, Bidding Procedures and Sale Milestones</u>. Seller shall take the following actions, or shall cause them to occur, by the following deadlines (collectively, the "Sale <u>Milestones</u>"):
- (a) Within ten (10) days after the mutual execution of this Agreement, Seller will file a motion (the "<u>Sale Motion</u>"), with the Bankruptcy Court, in form and substance approved by Purchaser, for entry of an order, in the form attached hereto as <u>Exhibit D</u> (the "<u>Bidding Procedures Order</u>"), approving the transactions contemplated hereby and the bidding procedures in the form attached to the Bidding Procedures Order, incorporated by reference herein (the "<u>Bidding Procedures</u>").

- (b) Subject to availability of the Bankruptcy Court, on or before such date that is fourteen (14) days after filing of the Sale Motion, Seller will obtain entry by the Court of the Bidding Procedures Order.
- (c) Seller shall require that any and all Qualified Bids (as defined in the Bidding Procedures) shall be submitted on or before the date that is twenty-one (21) days from entry of the Bidding Procedures Order (the "Bid Deadline").
- (d) In accordance with the Bidding Procedures Order and the Bidding Procedures approved pursuant thereto, in the event a Qualified Bid, other than the Stalking Horse Bid (as defined in the Bidding Procedures), is timely received prior to the Bid Deadline, Seller will conduct an auction (the "Auction") within five (5) days from the Bid Deadline.
- (e) If Purchaser is the Successful Bidder (as defined in the Bidding Procedures), Seller shall use its best efforts to obtain entry by the Bankruptcy Court of the Sale Order, as soon as reasonably possible.
- (f) If Purchaser is the Successful Bidder (as defined in the Bidding Procedures), then Seller shall use its best efforts to cause the Closing to occur on or before the date that is sixty (60) days from the Execution Date, or such other later date as is mutually agreed by Purchaser and Seller in a writing dated prior to the date that is sixty (60) days from the Execution Date (the "Outside <u>Date</u>").
- Purchaser. Each and every provision of the Bidding Procedures and Stalking Horse Protections (as described in the Bidding Procedures), including without limitation Purchaser's right to Break-Up Fee (as set forth in Section 7.4 below), Purchaser's Matching Rights (as defined in the Bidding Procedures), and Seller's compliance with the Sale Milestones, constitute material consideration to Purchaser under this Agreement. The Parties acknowledge that Purchaser would not have entered into this Agreement without each and every provision within the attached Bidding Procedures, including the Stalking Horse Protections described therein. In the event the Court does not approve, or materially modifies, the Bidding Procedures, or Seller fails to comply with the Sale Milestones, Purchaser may terminate this Agreement pursuant to Section 3.4(k) hereof.

7.4. Break-Up Fee.

(a) In consideration for Purchaser's expenditure of time, energy and resources in performing due diligence and formulating its offer for the Purchased Assets, and the benefit to the estate created by Purchaser's willingness to submit an offer that will enable Seller's competitive sale process, in the event that this Agreement is terminated pursuant to Section 3.4(i), Purchaser shall, in addition to the return of the Escrow Amount and subject to approval of the Bankruptcy Court, be entitled to a compensatory payment of \$120,000 (the "Break-Up Fee"). In the event Seller becomes obligated to pay the Break-Up Fee, the Break-Up Fee shall be payable in cash or other immediately available funds at the time of consummation of a Competing Bid from the proceeds of a closing on a Competing Bid; provided, however, that if an

approved Break-Up Fee is not fully paid pursuant to the foregoing, nothing herein shall prohibit Purchaser from otherwise seeking payment of the Break-Up Fee in the Bankruptcy Case.

(b) Each Party acknowledges that the agreements contained in this <u>Section 7.4</u> are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement, and that any amounts payable pursuant to this <u>Section 7.4</u> do not constitute a penalty.

7.5. <u>Bankruptcy Filings</u>.

- (a) Without limiting Seller's obligations under <u>Section 7.2</u>, (i) Seller shall undertake its best efforts to obtain approval of the Bidding Procedures and entry of the Sale Order, and (ii) Seller shall timely take all actions required by the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, including without limitation, the extension of any time period under Section 365 of the Bankruptcy Code, necessary to permit the Seller to consummate the transactions contemplated herein by the Closing Date.
- (b) Seller shall deliver or cause to be delivered to Purchaser for review and comment, as soon as commercially reasonable and in any event not less than one (1) Business Day prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Purchaser and Seller.
- (c) Seller shall comply with all notice requirements (i) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedures or (ii) imposed by the Sale Order, in each case, in connection with any pleading, notice or motion to be filed in connection herewith. Seller shall comply with all agreements, stipulations, and Orders of the Bankruptcy Court, now existing or hereafter arising.
- (d) Purchaser reserves the right to approve the form of any Sale Order submitted to the Bankruptcy Court; however, at a minimum, the Sale Order shall, among other things, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code:
 - (i) approve this Agreement and all related transactions;
 - (ii) find that the transfer of the Purchased Assets is legal, valid and enforceable and vests Purchaser with valid title to the Purchased Assets, free and clear of all Liabilities (except Assumed Liabilities) and Encumbrances (except for Permitted Encumbrances);
 - (iii) authorize Purchaser to file, if desired in its discretion, terminations or cancellations of any recorded Encumbrances (except for Permitted Encumbrances) against the Purchased Assets, including without limitation UCC-3 termination statements, and require secured parties or lienholders, where required by applicable non-bankruptcy

Law or requested by Purchaser, to execute documents of release, cancellation or satisfaction prepared by Purchaser, to be filed by Purchaser to clear any Encumbrances of record (other than Permitted Encumbrances) from the Purchased Assets;

- (iv) find that, subject to payment of the Cure Costs, Purchaser is the valid and lawful assignee and transferee of the Assigned Contracts and has all rights and interests in the Assigned Contracts and the ability to enforce such rights and interests;
- (v) find that Purchaser has demonstrated and established adequate assurance of future performance before the Bankruptcy Court with respect to the Assigned Contracts;
- (vi) find that the Purchase Price and other consideration provided by the Purchaser, including the Assumed Liabilities, including any Cure Costs paid by Purchaser, constitute a fair and reasonable price for the Purchased Assets;
- (vii) find that Purchaser is a good faith purchaser of the assets and entitled to the protections of Section 363(m) of the Bankruptcy Code;
- (viii) find that Seller gave good and sufficient notice of the sale and the assumption and assignment of the Assigned Contracts to all Persons affected thereby, with full disclosure of associated Cure Costs, and that Purchaser has provided adequate assurance of its ability to perform under the Assigned Contracts;
- (ix) find that Purchaser has not assumed, and has no responsibility or liability for any of Seller's Liabilities other than any Assumed Liabilities, whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious Liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, employment or labor Law, *de factor* merger, mere or substantial continuation, and, for the avoidance of doubt, Purchaser shall have no successor liability under any collective bargaining agreement, Contract with any union or under any pension plan or other employee plan, including without limitation the Benefit Plans, under which Seller or any Affiliate thereof is or was an obligor or a party;
 - (x) provide for the immediate effect of the sale after the Closing;
- (xi) waive the 14-day appeal periods staying the sale contemplated by this Agreement and the assumption and assignment of the Assigned Contracts pursuant to Fed. R. Bankr. P. 6004(h) and 6006(d), respectively;
- (xii) in the event an appeal is taken or a stay pending appeal is requested, from the Sale Order, Seller shall immediately notify Purchaser thereof and shall provide Purchaser with a copy of the related notice of appeal or request for stay. Seller shall use its commercially reasonable efforts to defend such appeal or stay request at its own cost and expense and obtain an expedited resolution thereof; and
 - (xiii) specifically reserve the Bankruptcy Court's jurisdiction to enforce

the Sale Order and this Agreement.

ARTICLE 8

COVENANTS AND AGREEMENTS

- 8.1. <u>Conduct of Business</u>. During the period from the Execution Date and continuing until the earlier of the termination of this Agreement in accordance with <u>Section 3.4</u> and the Closing Date, except (1) for any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, (2) as required by applicable Law, the Bankruptcy Court or the Bankruptcy Code, (3) as occurring as a result of Seller being in bankruptcy under the Bankruptcy Code, (4) as otherwise expressly contemplated by this Agreement, or (5) with the prior written consent of Purchaser not to be unreasonably withheld, delayed or conditioned, Seller shall:
- (a) conduct the Business and the operations thereof solely in the Ordinary Course of Business;
- (b) maintain the Purchased Assets in good working order and repair, subject to ordinary wear and tear;
 - (c) maintain any and all Permits;
 - (d) comply with all applicable Laws in all material respects;
 - (e) maintain the Books and Records;
- (f) not sell, pledge, assign, lease, license, or cause, permit or suffer the imposition of any Encumbrance on, or otherwise dispose of, any Purchased Asset or asset that would, but for its sale, assignment, or disposition, would have been a Purchased Asset;
- (g) other than as required by Law or existing written plans or agreements, not agree to any increase in the rate of compensation, commission, bonus or other direct or indirect remuneration payable to any Business Employee;
- (h) not authorize, declare or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock or other equity interests (whether in cash, assets, stock or other securities);
- (i) not agree to any limitations on engaging or competing in any line of business or in any geographic area or location or otherwise covering the Business;
- (j) not enter in any settlement, consent decree or other agreement or arrangement with a Governmental Body or other Person that would require the payment by Purchaser or any Affiliate thereof of any funds after the Closing (or waive or release any material right related to a Purchased Asset or an Assumed Liability);
- (k) not expend any insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any Purchased Asset or asset that would, but for

such loss or damage, have been a Purchased Asset, to the extent occurring after the Execution Date but prior to the Closing Date;

- (l) not take or fail to take any action which results in the termination of, or any breach or default under any Assigned Contract;
- (m) amend, terminate, accelerate or modify the terms of any Assigned Contract or other Contract that would, but for such termination, have been an Assigned Contract, other than immaterial amendments that are unrelated to pricing or cost and that are made in the Ordinary Course of Business;
- (n) enter into any new, or renew any existing, Contracts having a term of one year or greater or that may require the Seller to incur, in the aggregate, potential Liabilities of \$5,000 or greater per year in the event such Contract becomes an Assigned Contract;
- (o) not cause, or take any actions that cause or are reasonably expected to cause, the occurrence of any of the events and developments listed in <u>Section 4.16</u>;
- (p) not terminate the employment of any Business Employees (other than for cause); and
- (q) not enter into any agreement (whether written or oral) to do any of the foregoing, or authorize or publicly announce an intention to do any of the foregoing.

8.2. <u>Pre-Closing Access to Information.</u>

- (a) Seller agrees that, between the Execution Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 3.4, Purchaser and the directors, officers, employees, counsel, professionals, advisors, accountants, agents, contractors and other representatives (collectively, the "Representatives") of Purchaser, shall be entitled to have, and Seller shall afford, such access to, and make such investigation and examination of the Documents, the Books and Records, the Purchased Assets, Assumed Liabilities and directors, officers and employees of Seller as Purchaser or any of Purchaser's Representatives may reasonably request. Any such investigations and examinations shall be conducted during regular business hours and upon reasonable advance notice to Seller and shall not unreasonably interfere with the operations of Seller.
- (b) All information provided or obtained pursuant to this <u>Section 8.2</u> shall be governed by the Confidentiality Agreement.
- 8.3. <u>Further Agreements</u>. After the Closing, Seller shall (i) promptly deliver to Purchaser any mail or other communication received by Seller and relating to the Purchased Assets or the Assumed Liabilities, (ii) promptly wire transfer in immediately available funds to Purchaser any cash, electronic credits or deposits received by Seller to the extent that such cash, electronic credits or deposits are Purchased Assets, and (iii) promptly forward to Purchaser any checks or other instruments of payment that it receives to the extent that such checks or other instruments are Purchased Assets. After the Closing, Purchaser shall (x) promptly deliver to Seller any mail or other communication received by Purchaser and relating to the Excluded

Assets or the Excluded Liabilities, (y) promptly wire transfer in immediately available funds to Seller, any cash, electronic credits or deposits received by Purchaser to the extent that such cash, electronic credits or deposits are Excluded Assets, and (z) promptly forward to Seller any checks or other instruments of payment that it receives to the extent that such checks or other instruments are Excluded Assets. From and after the Closing Date, Seller shall refer all inquiries with respect to the Purchased Assets and the Assumed Liabilities to Purchaser, and Purchaser shall refer all inquiries with respect to the Excluded Assets and the Excluded Liabilities to Seller.

- 8.4. <u>Consent and Approvals</u>. Prior to Closing, each party hereto shall, at such party's own expense: (i) use its commercially reasonable efforts, as promptly as practicable, to obtain all approvals, authorizations, clearances, consents and waivers of, and to file all notices and other filings with, regulatory and other Governmental Bodies and all other Persons that are necessary or required of it to consummate the transactions set forth herein; and (ii) provide such other information and communications to regulatory and other Governmental Bodies and other Persons as Purchaser or Seller, as applicable, or such Governmental Bodies or other Persons may reasonably request. For avoidance of doubt, each party shall bear its own costs with respect to any approvals, authorizations, clearances, consents and waivers of, notices and other filings with, the Bankruptcy Court required to consummate the transactions herein.
- 8.5. Preservation of Records. Seller and Purchaser agree that each of them shall preserve and keep the records held by them or their Affiliates relating to the Business, the Purchased Assets and the Assumed Liabilities until the later of the liquidation and winding up of Seller's estate (including, without limitation, through liquidation under Chapter 7 of the Bankruptcy Code) (the "Wind Down") (but in no event later than twelve (12) months after the Closing Date, except, in the case of Tax matters, until thirty (30) days following the expiration of the period of any applicable statute of limitations) and shall make such records available during such time period to the other party as may be reasonably required by such other party in connection with, among other things, any insurance claims by, actions or tax audits against or governmental investigations of Seller or Purchaser or any of their respective Affiliates, administration of the Bankruptcy Case, or in order to enable Seller or Purchaser to comply with their respective obligations under this Agreement or any of the Ancillary Agreements and each other agreement, document or instrument contemplated hereby or thereby.
- 8.6. <u>Publicity</u>. Except as required by applicable Law or for any filings by Seller or Purchaser with the Bankruptcy Court, Seller and Purchaser shall not (and shall cause their respective Affiliates not to) issue any press release or make any public statement concerning this Agreement or the transactions contemplated hereby without the other party's consent, in each case not to be unreasonably withheld, conditioned or delayed.
- 8.7. Notification of Certain Matters. During the period from the Execution Date and continuing until the earlier of the termination of this Agreement in accordance with Section 3.4 and the Closing Date, Seller shall promptly give written notice to Purchaser of (a) the occurrence or nonoccurrence of any event or circumstance that has resulted in, or would be reasonably likely to cause, any of the conditions in Article 9 not to be satisfied or that otherwise has had or would be reasonably likely to have a Material Adverse Effect or (b) upon becoming aware of any facts, events or conditions allegedly constituting an Excluded Environmental Liability. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 8.7 shall not

- (i) be deemed to amend or supplement the Seller Disclosure Schedule or (ii) be deemed to cure any breach of any representation, warranty, covenant or agreement or to satisfy any condition. Without limiting the foregoing obligations, Seller acknowledges and agrees that (x) it has an obligation to update the Seller Disclosure Letter to reflect information that is accurate as of the Closing Date (or, where another date is specified, as of such date), and (y) any such update will not be deemed to cure any breach of any representation or warranty.
- 8.8. <u>Casualty and Condemnation</u>. Until the Closing, all Purchased Assets shall remain at the sole risk of Seller. Subject to <u>Section 3.4(h)</u>, if any of the Purchased Assets are materially damaged or destroyed by any event or casualty prior to the Closing, Seller shall provide Purchaser with written notice thereof and shall either (a) repair or replace such Purchased Assets to substantially the same condition as such Purchased Assets existed before such event or casualty, (b) transfer and assign, at the Closing, all insurance or condemnation proceeds received in respect of such Purchased Assets (together with an assignment of the right to receive any proceeds not yet paid) to Purchaser, or (c) agree to a reduction in the Purchase Price commensurate with the value of such Purchased Assets.
- 8.9. <u>No Successor</u>. Nothing in this Agreement or any Ancillary Agreement shall create any implication, covenant, or commitment that Purchaser is a successor or successor-in-interest to Seller or the Business.
- 8.10. <u>Purchase Price Allocation</u>. Purchaser shall, not later than one hundred twenty (120) days after the Closing Date, prepare and deliver to Seller a schedule (such schedule, the "<u>Allocation</u>") allocating the Purchase Price and any other items that are treated as additional purchase price for Tax purposes among the Purchased Assets The Allocation shall be reasonable and shall be prepared in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Purchaser and Seller shall report and file all Tax Returns consistent with the Allocation and shall take no position contrary thereto or inconsistent therewith.

8.11. Further Assurances.

- (a) Subject to the terms and conditions of this Agreement and applicable Law, Seller and Purchaser shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to ensure that the conditions precedent to the other party's obligations hereunder set forth in this Agreement are satisfied and to consummate and make effective the transactions contemplated by this Agreement as soon as practicable.
- (b) Subject to the terms and conditions of this Agreement, Seller and Purchaser shall not take any action or refrain from taking any action the effect of which would be to materially delay or impede the ability of Seller or Purchaser to consummate the transactions contemplated by this Agreement unless taking such action or refraining from taking such action is required by applicable Law.
- (c) Subject to the terms and conditions of this Agreement, at and following the Closing, each of the parties shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and

cooperate and take such further actions, as may be reasonably necessary or appropriate to transfer and assign fully to Purchaser and its successors and assigns, all of the Purchased Assets, and for Purchaser and its successors and assigns to assume the Assumed Liabilities, and to otherwise make effective the transactions contemplated hereby. Nothing in this Section 8.11 shall obligate any party hereto to waive any right or condition under this Agreement.

- any orders, approvals or authorizations granted or required by the Bankruptcy Court or under the Bankruptcy Code (including in connection with the Bankruptcy Case), and Seller's obligations as a debtor in possession to comply with any order of the Bankruptcy Court, and Seller's duty to the estate and its creditors including the duty to seek and obtain the highest or otherwise best price for the Purchased Assets in compliance with, and not in a manner inconsistent with, the Sale Procedures, as approved by the Sale Procedures Order.
- 8.12. No Restriction on Purchaser. Seller acknowledges that Purchaser and its Affiliates pursue similar or competitive paths to those which are or may be pursued by Seller. The occurrence or existence of such similar or competitive activities shall not be cause for any action or allegation by, or on behalf of, Seller that Purchaser or any of its Affiliates or Representatives have failed to comply with its obligations set forth in this Agreement or have otherwise breached any duty or obligation owed to Purchaser in connection with this Agreement or the transactions contemplated hereunder. Furthermore, nothing in this Agreement shall restrict in any way Purchaser's business activities, including, but not limited to, its pursuit of customers or prospective customers of Seller.

8.13. Restrictive Covenants.

- (a) <u>Noncompetition</u>. From the Closing Date until the fourth (4th) anniversary thereof, Seller shall not, or permit any of its Affiliates to, directly or indirectly (a) within the Restricted Area, (i) engage in; (ii) own or control any interest in; (iii) act as an employee, officer, director, partner, member, shareholder, consultant, or joint venturer of any entity engaged in; or (iv) extend credit or lend money for the purpose of establishing or operating any Person engaged in, the Restricted Business; or (b) solicit, encourage, influence or attempt to influence any Person who is a customer or supplier of Seller as of the date of this Agreement to terminate, amend or modify any Assigned Contract, or to otherwise modify or terminate such Person's relationship with Purchaser after Closing.
- (b) <u>Nonsolicitation of Employees</u>. From the Closing Date until the fourth (4th) anniversary thereof, Seller shall not, nor shall it permit any of its Affiliates to, directly or indirectly, participate in any attempt to hire or solicit for employment or hire any Hired Employee or other employee of Purchaser; provided, however, that Seller shall not be restricted from hiring or soliciting for employment any person that is terminated by Purchaser after the Closing Date; provided, further, however, that the foregoing covenant shall not prohibit the placement of general advertisements or making of general solicitations, including general advertisements or other solicitations that may be targeted to a particular geographic or technical area or that are not specifically targeted toward any Hired Employee or other employee of Purchaser; provided, further, and notwithstanding the foregoing, in no event shall Seller be

permitted to place any such general advertisements or make any such general solicitations in the Restricted Area.

- Business is of a special, unique, unusual, extraordinary and intellectual character, which gives such expertise a peculiar value, and that a breach by it of the covenants contained in this Section 8.13 cannot be reasonably or adequately compensated in damages in an Action at law and that such breach will cause Purchaser irreparable injury and damage. Seller further acknowledges that it possesses unique skills, knowledge and ability and that violation of this Section 8.13 would be extremely detrimental to Purchaser. By reason thereof, Seller agrees that Purchaser shall be entitled, in addition to any other remedies that Purchaser may have under this Agreement or otherwise and without proof of actual damages, to temporary, preliminary and/or permanent injunctive and other equitable relief to prevent or curtail any breach of this Section 8.13.
- (d) Reasonableness. The parties hereto recognize that the limitations set forth in this Section 8.13 are reasonable and not burdensome. In the event that such limitations are deemed to be unreasonable by a court of competent jurisdiction, then Seller and Purchaser agree to submit to a modification or reduction of such limitations as such court shall deem reasonable. Seller acknowledges and agrees that the covenants and limitations set forth in this Section 8.13 are a significant inducement for Purchaser's willingness to enter into this Agreement and to consummate the transactions contemplated herein, and that Purchaser would not have entered into this Agreement absent Seller agreeing to the covenants and limitations set forth in this Section 8.13.
- 8.14. <u>De-Installation of Linens</u>. Following the Closing, Seller shall undertake all such action reasonably requested by Purchaser to assist Purchaser with the process of "de-installing" and taking possession of any linens included in the Purchased Assets from the hospitals and clinics that Purchaser will not service following the Closing.

ARTICLE 9

CONDITIONS TO CLOSING

- 9.1. <u>Conditions Precedent to the Obligations of Purchaser and Seller</u>. The respective obligations of each party to this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction or written waiver, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller and Purchaser, in whole or in part, to the extent permitted by applicable Law):
- (a) no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the transactions contemplated hereby shall have been issued, nor shall there be any statute, rule, regulation, order or other Law promulgated, enacted, entered, or enforced which makes the consummation of the transactions contemplated by this Agreement illegal, void or rescinded; and

- (b) the Bankruptcy Court shall have entered the Sale Order on the docket by the Clerk of the Bankruptcy Court, and such Sale Order (i) shall be in full force and effect, (ii) shall not be the subject of any stay, and (iii) if an appeal has been filed that challenges the Purchaser's good faith under Section 363(m) of the Bankruptcy Code or asserts that the transactions contemplated by this Agreement are avoidable pursuant to, or otherwise violate, Section 363(n) of the Bankruptcy Code, such appeal shall have been resolved so that the Sale Order is a Final Order in all respects.
- 9.2. <u>Conditions Precedent to the Obligations of Seller</u>. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller, in whole or in part, to the extent permitted by applicable Law):
- (i) each of the representations and warranties of Purchaser contained in (a) Article 5 that does not contain an express materiality qualification must be true and correct in all material respects as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which must be true and correct in all material respects as of that specified date); (ii) each of the representations and warranties of Purchaser contained in Article 5 that does contain an express materiality qualification must be true and correct in all respects as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which must be true and correct in all respects as of that specified date); (iii) Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date; and (iv) Purchaser shall have delivered to Seller at Closing a certificate signed by an authorized officer of Purchaser, in form and substance reasonably satisfactory to Seller, confirming satisfaction of the conditions in clauses (i), (ii), and (iii) above; and
- (b) Purchaser shall have delivered, or caused to be delivered, to Seller (or at the direction of Seller) or the Escrow Agent, as applicable, all of the items set forth in <u>Section 3.3</u>.
- 9.3. <u>Conditions Precedent to the Obligations of Purchaser</u>. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Purchaser, in whole or in part, to the extent permitted by applicable Law):
- (a) (i) each of the representations and warranties of Seller contained in Article 4 that does not contain an express materiality qualification must be true and correct in all material respects as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which must be true and correct in all material respects as of that specified date); (ii) each of the representations and warranties of Seller contained in Article 4 that does contain an express materiality qualification must be true and correct in all respects as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that

address matters only as of a specified date, which must be true and correct in all respects as of that specified date); (iii) Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by Seller on or prior to the Closing Date; and (iv) Seller shall have delivered to Purchaser at Closing a certificate signed by an authorized officer of Seller, in form and substance reasonably satisfactory to Purchaser, confirming satisfaction of the conditions in clauses (i), (ii), and (iii) above;

- (b) Seller shall have delivered, or caused to be delivered, to Purchaser or the Escrow Agent, as applicable, all of the items set forth in <u>Section 3.2</u>;
- (c) all authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Body that are required or appropriate for Purchaser to own or operate the Purchased Assets shall have been filed, occurred or been obtained;
- (d) Seller shall have delivered to Purchaser a certificate of the corporate secretary or other duly authorized officer of Seller, in form and substance reasonably satisfactory to Purchaser, certifying that attached thereto are true, correct, and complete copies of (A) the articles of incorporation and bylaws of Seller as in effect at all times from and after the Execution Date, and (B) resolutions duly adopted by the board of directors and shareholders of Seller authorizing the performance of the transactions contemplated in this Agreement and the execution and delivery of this Agreement and the Seller Ancillary Agreements; and
- (e) The conditions set forth in Sections 1.5(b) and (c) of the Real Property Lease by and between Purchaser and ULS Acquisition, LLC, a copy of which is attached hereto as Exhibit B (the "New Spartanburg Lease"), shall have been satisfied or waived by Purchaser and the New Spartanburg Lease shall be valid and in full force and effect.

ARTICLE 10

MISCELLANEOUS

- 10.1. <u>Payment of Expenses</u>. Except as set forth in <u>Section 3.7</u> or <u>Section 7.4</u> or otherwise provided in this Agreement, each party hereto shall bear its own costs and expenses (including investment advisory and legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.
- 10.2. Entire Agreement; Amendments and Waivers. This Agreement (including the Addenda, Appendices, and Seller Disclosure Schedule), the Ancillary Agreements and the Confidentiality Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each party hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty,

covenant or agreement contained herein. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

- 10.3. <u>Counterparts</u>. For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.
- 10.4. <u>Governing Law</u>. This Agreement is to be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, and where state Law is implicated, the Laws of the State of South Carolina shall govern, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.
- 10.5. <u>Waiver of Jury Trial</u>. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 10.6. <u>Notices</u>. Unless otherwise set forth herein, any notice, request, instruction or other document to be given, provided or furnished hereunder by any party to the other parties shall be in writing and shall be deemed duly given, provided or furnished (i) upon delivery, when delivered personally, (ii) one (1) Business Day after being sent by overnight courier or when sent by facsimile or e-mail transmission (with confirmation of transmission), and (iii) three (3) Business Days after being sent by registered or certified mail, postage prepaid, as follows:

If to Seller:

Alliance Laundry & Textile Services, LLC 60 Grider Street
Buffalo, New York 14215
Attn.: John Giardino

Email: john.giardino@claruslinens.com

with a copy (which shall not constitute effective notice) to:

Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn.: Stephen A. Donato,, Esq.

Email: sdonato@bsk.com

If to Purchaser:

Crown Health Care Laundry Services of Florida, LLC 25 West Cedar St.
Pensacola, FL 32502
Attn.: Cliff Haigler

Email: cliffh@crownlaundry.com

with copies (which shall not constitute effective notice) to:

Maynard, Cooper & Gale, P.C. 11 North Water Street, Suite 24290 Mobile, Alabama 36602 Attn.: Bryan A. Thames

Email: bthames@maynardcooper.com

or to such other Persons, addresses or facsimile numbers as may be designated in writing by the party to receive such notice.

- 10.7. <u>Binding Effect; Assignment</u>. This Agreement shall be binding upon Purchaser and, subject to entry of the Sale Order, Seller, and inure to the benefit of the parties and its respective successors and permitted assigns, including, without limitation, any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case. No assignment of this Agreement or of any rights or obligations hereunder may be made by Seller or Purchaser (by operation of Law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consents shall be void.
- 10.8. Severability. If any term, condition or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to either party. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.
- 10.9. <u>Injunctive Relief</u>. The parties agree that damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement by the parties, and, accordingly, Seller and Purchaser shall be entitled to injunctive relief with respect to any such breach, including, without limitation, specific performance of such covenants, promises or agreements or an order enjoining the other party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement by such party, all without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond. The rights set forth in this <u>Section 10.10</u> shall be in addition to any other rights which Seller or Purchaser may have at Law or in equity pursuant to this Agreement.

10.10. <u>Third Party Beneficiaries</u>. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

10.11. Certain Interpretations.

- (a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:
 - (i) All references in this Agreement to Articles, Sections, clauses, parts and Schedules shall be deemed to refer to Articles, Sections, clauses, parts and Schedules to this Agreement unless otherwise specified.
 - (ii) All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.
 - (iii) The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.
 - (iv) The words "include," includes" and "including," when used herein shall be deemed in each case to be followed by the words "without limitation" (regardless of whether such words or similar words actually appear).
 - (v) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.
 - (vi) Any reference in this Agreement to "\$" or "dollars" shall mean U.S. dollars.
 - (vii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.
 - (viii) The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.
- (b) The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

Case 18-31754-5-mcr Doc 134-1 Filed 01/15/19 Entered 01/15/19 17:12:03 Desc Exhibit A - Asset Purchase Agreement Page 41 of 231

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers effective as of the Execution Date.

SELLER:			
ALLIANCI	E LAUNDRY	& TEXTII	LE SERVICE
LLC		and the second s	

By:/			
Name:	This Glace	(1K)	
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PURCHAS	ER:		
CROWN	HEALTH	CARE	LAUNDRY
SERVICES	, LLC		
By:	······································		
Name:			
CK3.4.3			

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers effective as of the Execution Date.

SELLER:		
ALLIANCE LAUN LLC	IDRY & TEXTIL	E SERVICE,
By:Name:		
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PURCHASER :		
CROWN HEAD SERVICES, LLC	LTH GARE	LAUNDRY
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Annex I

Definitions

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Albany Facility" means Seller's facility located at 404 Hodges Street, Albany, Georgia 31701.

"Ancillary Agreements" means, collectively, the Seller Ancillary Agreements and each agreement and certificate required pursuant to <u>Sections 3.2</u> and <u>3.3</u> hereto.

"Assigned Contracts" means, collectively, (a) all Purchased Contracts, and (b) the Optional Contracts identified by Purchaser in accordance with Section 1.4 hereto and listed on the Assigned Contract Schedule, which Contracts shall be assumed by Seller and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code, the Sale Order or other order of the Bankruptcy Court and the Bill of Sale.

"Atlanta Facility" means Seller's facility located at 1631 Willingham Dr., East Point, Georgia 30344.

"<u>Atlanta Lease</u>" means that certain Lease Agreement by and between Seller and Willingham 1631, LLC, dated December 3, 2001, as amended by that certain First Amendment to Lease Agreement by and between Seller and 1631 Willingham BT, LLC, dated October 31, 2017, pursuant to which Seller leases the Atlanta Facility.

"Atlanta PP&E" means all of Seller's personal property, equipment, fixtures, machinery, and other fixed assets located at the Atlanta Facility.

"Bankruptcy Exceptions" means any applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

"Bankruptcy Schedules" means those schedules of assets and liabilities, including all amendments thereto, filed by Seller in the Bankruptcy Case pursuant to Section 521(a)(1)(B) and Federal Rules of Bankruptcy Procedure 1007(b) and 1009(a).

"Books and Records" means all documents used by Seller in connection with, or relating to, the Purchased Assets, the Assumed Liabilities, or the Business, including all files, data, reports, plans, mailing lists, supplier lists, customer lists, price lists, marketing information and procedures, advertising and promotional materials, equipment records, warranty information, records of operations, standard forms of documents, manuals of operations or business

procedures and other similar procedures (including all discs, tapes and other media-storage data containing such information) with respect to the Business.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in Birmingham, Alabama are authorized or required by applicable Law to be closed.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any written or oral contract, indenture, note, bond, lease, license, commitment or instrument or other agreement or arrangement primarily related to the operation of the Business or affecting or related to any of the Purchased Assets or the Assumed Liabilities or by which Seller is bound or by which any asset of Seller is Encumbered.

"Cure Costs" means, with respect to any Contract, the costs and expenses payable under Section 365 of the Bankruptcy Code in connection with the assumption and assignment of such Contract.

"Documents" means all of Seller's written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, correspondence, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, Tax Returns, ledgers, journals, title policies, customer lists, supplier lists, vendor lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.) and other similar materials, in each case whether or not in electronic form primarily related to or primarily used, or held for use, in connection with any of the Purchased Assets or Assumed Liabilities or the operation of the Business.

"Encumbrance" means any lien, encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interest, restraint on title, hypothecation, easement, right of way, encroachment, right of first refusal, preemptive right, judgment, conditional sale or other title retention agreement.

"Environmental, Health and Safety Requirements" means all applicable Laws, Permits, decrees, directives, legally binding judicial and administrative orders, in each case, concerning or relating to workplace health and safety or to pollution, preservation, remediation or the protection of the environment or natural resources or the emission of greenhouse gases or any cleanup, removal, containment or other remediation or response actions or the handling, discharge, transportation, storage, Release, or treatment of Hazardous Materials.

"Environmental Liabilities" means any Liability, whether known or unknown, arising under or relating to any Environmental, Health and Safety Requirements or any Release of

Hazardous Materials, whether based on negligence, strict liability or otherwise, including costs and liabilities for investigation, removal, remediation, restoration, abatement, monitoring, personal injury, property damage, natural resource damages, court costs, and reasonable attorneys' fees.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each entity that is treated as a single employer with Seller for purposes of Section 414 of the Code.

"Escrow Agent" means CIBC Bank USA.

"Escrow Agreement" means that certain Escrow Agreement, dated as of the Execution Date, by and among Seller, Purchaser, and the Escrow Agent.

"Excluded Agreements" means the Contracts of Seller other than Contracts designated as Assigned Contracts pursuant to Section 1.4(a).

"Excluded Environmental Liabilities" means all Environmental Liabilities with respect to the past or current operations (including through the Closing), properties or facilities of the Business, including any Environmental Liabilities relating to or arising from the Business or the Purchased Assets with respect to (i) any Leased Real Property, or any other real property used or operated by Seller or any of its respective Affiliates or their respective predecessors in connection with the Business prior to the Closing; (ii) the offsite disposal or arrangement for offsite disposal of Hazardous Materials or wastes by Seller or any of its respective Affiliates or their respective predecessors in connection with the Business (including any such materials, substances or wastes produced or generated for offsite disposal prior to the Closing in connection with operations upon the Leased Real Property); (iii) any fines, penalties or other sanctions imposed by a Governmental Body in connection with any actual or alleged violation of or failure to comply with Environmental, Health and Safety Requirements by Seller or its Affiliates, or otherwise with respect to the Business or the Purchased Assets prior to the Closing.

"Final Order" means an order, ruling or judgment of the Bankruptcy Court (or other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court on the docket in the Bankruptcy Case (or by the clerk of such other court of competent jurisdiction on the docket of such court) that: (i) is in full force and effect; (ii) has not been stayed; and (iii) is no longer subject to review, reversal, modification or amendment, by appeal or writ of certiorari.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature or any self-regulatory agency, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Hazardous Materials" means any substance, chemical, material or waste which is or will foreseeably be prohibited, limited or regulated by any Governmental Body, including (i) any chemical, material, or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "medical waste," "toxic waste", "toxic pollutants," "contaminants," "pollutants," or "toxic substances" under any applicable Environmental, Health and Safety Requirement due to its dangerous or deleterious properties, (ii) any oil, petroleum, petroleum product, or petroleum-derived substance, (iii) asbestos containing materials, (iv) urea formaldehyde and polychlorinated biphenyls.

"<u>Hearing</u>" means the hearing to be held by the Bankruptcy Court to consider the Sale Order and the approval of the transactions contemplated hereby.

"Intellectual Property" means all intellectual property of any kind, including the following: (i) trademarks, service marks, trade names, slogans, logos, trade dress, internet domain names, brand names, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) patents, utility models and industrial design registrations (and all continuations, divisionals, continuations in part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (iii) copyrights and copyrightable subject matter (including, without limitation, any registrations and applications for any of the foregoing); (iv) trade secrets, proprietary processes, formulae, algorithms, models, and methodologies; and (v) computer software, computer programs, and databases (whether in source code, object code or other form).

"Interim Balance Sheet" means the balance sheet of Seller as of September 30, 2018.

"Inventory" means all goods owned by Seller that are used, sold or leased or held for use, sale or lease as of the Closing Date, including, but not limited to, linens, supplies, spare, replacement and component parts, and other inventories.

"Joint Written Instructions" means written instructions from Seller and Purchaser, a form of which is attached to the Escrow Agreement as an exhibit thereto, directing the Escrow Agent to deliver the amounts to be released from escrow as provided for under this Agreement.

"Knowledge of Seller", "Seller's Knowledge" and similar phrases mean, with respect to any matter in question, the actual knowledge following reasonable investigation and due inquiry, as of the Execution Date, of John Giardino (CEO), Kevin McDonough (Director of Health and Safety), and Jack Hawkins (Operations Manager).

"Laws" means all federal, state, local or foreign laws, statutes, common law, rules, codes, regulations or ordinances issued, promulgated, enforced or entered by, any and all Governmental Bodies, or other requirement or rule of law.

"Leased Real Property" means any real property leased or subleased by Seller.

"<u>Liability</u>" means, as to any Person, any debt, adverse claim, liability, obligation, commitment, assessment, cost, expense, loss, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute

or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, including all costs and expenses relating thereto.

"Material Adverse Effect" means, except for an effect related to the Seller's filing for bankruptcy relief, any change, effect, condition, circumstance or development that, individually or in the aggregate, is, or could reasonably likely be, material and adverse to the business, operations, assets, liabilities, prospects, customer or distributor relationships, ability to deliver products or services, results of operations or condition (financial or otherwise) of Seller, or the ability of Seller to perform its obligations under the Agreement or the Seller Ancillary Agreements or to timely consummate the transactions contemplated under hereunder and thereunder, in each case regardless of duration or whether or not foreseeable or a development relating to a known condition or circumstance.

"Ordinary Course of Business" means the ordinary and usual course of normal day to day operations of the Business consistent with past practice during the period immediately preceding the Execution Date.

"Permits" means all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, variances, orders, tariffs, rate schedules and other similar documents and authorizations issued by any Governmental Body.

"Permitted Encumbrances" means (i) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law that are not violated by the existing improvements on such real property or the present use by Seller of such real property (but not restrictions arising from a violation of any such Law); (ii) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business for sums not yet due and payable and that do not result from a breach, default or violation by Seller of any Contract or Law; (iii) statutory liens for current Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings or the making of appropriate demands, notices or filings, and for which adequate reserves have been established on the Interim Balance Sheet in accordance with GAAP; (iv) easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other encroachments and title and survey defects with respect to any real property that do not or would not reasonably be expected to, individually or in the aggregate, adversely affect the value, occupancy or use of such real property in any material respect; (v) Encumbrances that will be and are discharged or released either prior to, or simultaneously with the Closing; and (vi) such other Encumbrances, title exceptions or imperfections of title as Purchaser may approve in writing in its sole discretion.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

"Release" means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, discarding or disposing into or through the

environment of any Hazardous Materials including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials.

"Restricted Area" means anywhere in the States of North Carolina, South Carolina, and Georgia.

"Restricted Business" means the healthcare laundry business.

"Sale Order" means the order of the Bankruptcy Court, in form and substance satisfactory to Purchaser, which shall, among other things, (i) authorize the sale of the Purchased Assets to Purchaser pursuant to this Agreement free and clear of all liens, claims and Encumbrances (other than Permitted Encumbrances) pursuant to Section 363(f) of the Bankruptcy Code; (ii) authorize and finalize the assumption of the Assigned Contracts by Seller and the assignment of the Assigned Contracts to Purchaser subject to payment of the Cure Costs; (iii) authorize the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements and all other transactions and agreements contemplated hereby or thereby; (iv) find that Purchaser is a good-faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code; (v) confirm that Purchaser is acquiring the Purchased Assets free and clear of the Excluded Assets and Excluded Liabilities; (vi) retain jurisdiction of the Bankruptcy Court to interpret and enforce the terms and provisions of the Sale Order and this Agreement; and (vii) waives the fourteen-day stay of the Sale Order provided in Fed. R. Bankr. P. 6004(h) and 6006(d), making the Sale Order immediately effective.

"Seller Ancillary Agreements" means, collectively, each certificate, agreement or document (other than this Agreement) that Seller is required to execute and/or deliver in connection with this Agreement.

"Seller Disclosure Schedule" means the disclosure schedules which are attached hereto and delivered by Seller. Notwithstanding anything else to the contrary in this Agreement other than the immediately following sentence, the disclosures in the Seller Disclosure Schedule shall modify and relate to the representations and warranties in the corresponding section or subsection of Article 4 to which they refer and are intended to qualify such representations and warranties. The information set forth in one section or subsection of the Seller Disclosure Schedule that is specifically referred to in another section or subsection of the Seller Disclosure Schedule by appropriate cross-reference shall also be deemed to qualify such other section or subsection of Article 4, and the information set forth in one section or subsection of the Seller Disclosure Schedule shall also be deemed to qualify each other section or subsection of Article 4 to the extent that the relevance of a disclosure in one section or subsection of the Seller Disclosure Schedule to another section or subsection of Article 4 is reasonably apparent on its face.

"Seller Intellectual Property" means any Intellectual Property that is owned by, licensed to, or primarily used, or held for use by, Seller.

"Seller Parent" means Centerstone Linen Services, LLC.

"Seller Principal" means John Giardino.

"Spartanburg Facility" means the facility located at 355 Old Greenville Road, Spartanburg, South Carolina 29301.

"Spartanburg Lease" means that certain Real Property Lease, dated November 1, 2013, by and between Seller and ULS Acquisition LLC, as amended, pursuant to which Seller leases the Spartanburg Facility.

"Tax" and "Taxes" mean (i) any and all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all income, gross income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, production, premium, disability, worker's compensation, utility, windfall profit, environmental, registration, alternative, add-on minimum, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, in each case imposed by any Governmental Body; (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Body in connection with any item described in clause (i); and (iii) any Liability in respect of any items described in clauses (i) and/or (ii) payable by reason of Contract, assumption, transferee liability, operation of Law, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law) or otherwise.

"<u>Tax Return</u>" means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Body with respect to Taxes, including amendments thereto.

The following terms have the meanings set forth in the Sections set forth below:

Defined Term	Location
Actions	Section 4.4
Agreement	Preamble
Allocation	Section 8.10
Assigned Contract Schedule	Section 1.4(a)
Assumed Liabilities	Section 1.2
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Bankruptcy Case	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Benefit Plans	Section 4.10(c)
Bid Deadline	Section 7.2(c)
Bidding Procedures	Section 7.2(a)
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Business	Recitals
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Defined Term	Location
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Competing Bid	Section 7.1
Confidentiality Agreement	Section 6.1(g)
Cure Cap	Section 1.4(d)
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Petition Date	Recitals
Purchase Price	Section 2.1
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Purchased Contracts	Section 1.4(a)
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Representatives	Section 8.2(a)
Sale Milestones	Section 7.2
Sale Motion	Section 7.2(a)
Seller	Preamble
Seller Customer	Section 4.13(a)
Seller Permits	Section 4.6
Seller Supplier	Section 4.13(a)
Wind Down	Section 8.5

EXHIBIT A

Bill of Sale

(Attached)

Exhibit A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of [·], 2018, is entered into by and between Alliance Laundry & Textile Services, LLC, a Georgia limited liability company d/b/a Clarus Linen Systems ("Seller"), and Crown Health Care Laundry Services, LLC, a Delaware limited liability company ("Purchaser"). Seller and Purchaser are each referred to in this Agreement as a "Party" and, together, the "Parties".

RECITALS

- A. The Parties entered into that certain Asset Purchase Agreement, dated as of December 19, 2018 (the "Purchase Agreement"), pursuant to which, among other things, (1) Purchaser agreed to purchase, acquire and accept from Seller, and Seller agreed to sell, transfer, assign, convey and deliver to Purchaser, all of Seller's right, title and interest in, to and under, free and clear of all Liabilities (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances), the Purchased Assets, (2) Purchaser agreed to assume from Seller, and Seller agreed to assign to Purchaser, the Assigned Contracts.
- B. On [·], 2019, the United States Bankruptcy Court for the Western District of New York entered an Order (the "Bankruptcy Sale Order") authorizing and approving, among other things, the sale, assignment and transfer to Purchaser of all of Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liabilities (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances) pursuant to sections 105, 363, and 365 of the Bankruptcy Code.
- C. The Parties are entering into this Agreement in order to evidence the (1) purchase, acquisition and acceptance by Purchaser from Seller, and the sale, transfer, assignment, conveyance and delivery by Seller to Purchaser, of all of Seller's right, title and interest in, to and under, free and clear of all Liabilities (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances), the Purchased Assets, (2) assumption by Purchaser from Seller, and assignment by Seller to Purchaser, of the Assigned Contracts.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

- 1. In consideration of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing and subject to the terms and conditions set forth in the Bankruptcy Sale Order and the Purchase Agreement:
- (a) Purchaser hereby purchases, acquires and accepts from Seller, and Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, all of Seller's right, title and interest in, to and under, free and clear of all Liabilities (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances), the Purchased Assets;

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- (b) Purchaser hereby assumes from Seller, and Seller hereby assigns to Purchaser, the Assumed Liabilities; and
- (c) Purchaser hereby assumes from Seller, and Seller hereby assigns to Purchaser, the Assigned Contracts.
- 2. Seller shall execute and deliver, at the reasonable request of Purchaser, such further instruments of sale, transfer, assignment, conveyance and delivery, and take such other actions, as Purchaser reasonably requests, to effectuate, confirm, perform or carry out the terms or provisions of this Agreement.
- 3. The terms of the Bankruptcy Sale Order and the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement are to govern.
- 4. This Agreement is to be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, and where state Law is implicated, the Laws of the State of South Carolina shall govern, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.
- 5. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 6. For the convenience of the Parties, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.
- 7. The recitals to this Agreement are hereby incorporated into and made a part of this Agreement by reference to such recitals. Capitalized terms used in this Agreement, but not defined in this Agreement, have the meanings given to such terms in the Purchase Agreement.

[Signature Page Follows]

Each of the Parties, intending to be legally bound, has caused an authorized representative of such Party to duly execute this Agreement on such Party's behalf, as of the date first set forth above.

<u>SELLER</u> :			
ALLIANCE LLC	ELAUNDRY	& TEXTILI	E SERVICES,
Name:			
PURCHAS	ER:		
CROWN SERVICES	HEALTH , LLC	CARE	LAUNDRY
Bv.			
•			

EXHIBIT B

New Spartanburg Lease

(Attached)

Execution Version

REAL PROPERTY LEASE Spartanburg, South Carolina

THIS LEASE ("Lease") is made as of the December 19, 2018 by and between ULS ACQUISITION LLC, a Delaware limited liability company with offices located at 805 Third Avenue, New York, NY 10022 (hereinafter "Landlord"), and Crown Health Care Laundry Services, LLC, a Delaware limited liability company with offices located at 25 West Cedar Street, Pensacola, Florida 32502 (hereinafter "Tenant").

WHEREAS, Landlord is the owner of certain premises consisting of a 39,200 square foot commercial laundry facility, a parking lot and all betterments and improvements located at 355 Old Greenville Road, Spartanburg, South Carolina being particularly described on **Exhibit A** attached hereto (hereinafter, collectively, the "Leased Premises"); and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Leased Premises.

NOW, THEREFORE, in consideration of the rentals hereinafter reserved and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE I LEASED PREMISES; TERM AND COMMENCEMENT

- 1.0 <u>Acknowledgement Concerning Assets</u>. Landlord acknowledges that Tenant is a party to an Asset Purchase Agreement (the "Asset Purchase Agreement") with Alliance Laundry & Textile Services, LLC, a Georgia limited liability company d/b/a Clarus Linen Systems ("Alliance") of even date herewith whereby Tenant has agreed to acquire the furniture, trade fixtures, machinery and equipment of Alliance, including but not limited to the items listed on Schedule 1 attached hereto (the "Depreciation Schedule"), that are located on the Leased Premises. Landlord acknowledges and agrees that the assets listed on the Depreciation Schedule are the property of Alliance and that Landlord waives any claim with respect thereto, except as follows:
 - a. Landlord has not been able to confirm that the following assets (which are identified in accordance with their description on the Depreciation Schedule) are trade fixtures and therefore does not waive any claim that it may have with respect thereto: (i) "Wire Partition, wall panel, door," (ii) "Fencing," (iii) "Move Fire Hyrdrant," (iv) "retention pool for water sewer department," and (v) "Sump Pump for waste water removal from Winchester;" and
 - b. Landlord does not waive any claim that it may have with respect to the following boilers (which are identified in accordance with their description on the Depreciation Schedule) if such boilers are used solely to heat the Leased Premises or the tap water at the Leased Premises: (i) "200 HP BOILER, L96066," (ii) "200

HP BOILER, I96065,", and (iii) "Superior Boiler;" but if said boilers are used in the laundry operation they shall be considered trade fixtures.

- 1.1 <u>Lease.</u> In consideration of the rents herein reserved and the mutual covenants of the parties, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and condition hereinafter set forth, the Leased Premises.
- 1.2 <u>Initial Term.</u> The initial term of this lease (hereinafter the "Initial Term") shall commence on the date of the closing of the purchase by Tenant under the Asset Purchase Agreement (hereinafter the "Commencement Date") and shall terminate on the tenth anniversary of the Commencement Date, unless renewed as provided herein. Tenant shall provide written notice to Landlord of the dated of the closing of the purchase under the Asset Purchase Agreement.
- 1.3 <u>Renewal Terms.</u> Tenant shall have the right and option to extend the term of this Lease for two (2) renewal terms of five (5) years each (hereinafter a "Renewal Term"; the Initial Term and, if extended, by one or more Renewal Terms are hereinafter sometimes referred to as the "Term") provided that Tenant (a) is not then in default under the terms of this Lease and (b) gives Landlord written notice of its decision to renew not less than one hundred eighty (180) days before the end of the then current Term. If Tenant shall fail to renew this Lease prior to the end of the Initial Term, the second renewal option shall terminate.
- 1.4 <u>Delivery of Possession.</u> Landlord shall deliver exclusive possession of the Leased Premises to Tenant on the Commencement Date.
- 1.5 Conditions of Tenant's Obligations. Notwithstanding anything herein to the contrary, Tenant shall have no obligation to perform under this Lease unless and until (a) the closing of the transactions contemplated under that certain Asset Purchase Agreement occurs, (b) Tenant receives an inspection report, acquired by Tenant, at Tenant's sole cost and expense, as to the roof and the HVAC systems for the Leased Premises with results satisfactory to Tenant in its sole discretion (Tenant shall provide Landlord written notice of Tenant's determination as to the roof and HVAC systems on or before the closing under the Asset Purchase Agreement) and (c) a satisfactory title report, at Tenant's expense, indicating that there are no liens or encumbrances on the Leased Premises which adversely impact Tenant's rights under the Lease for which a non-disturbance agreement has not been obtained or for which Tenant is unwilling to waive. Tenant shall notify Landlord, in writing, of any title defects under this subsection (c) on or before the closing under the Asset Purchase Agreement.

ARTICLE II RENT

2.1 <u>Rental.</u> Tenant covenants to pay as rent for the use and occupancy of the Leased Premises the aggregate of the sums set forth below. The first rental payment shall be due and payable on the first day of the first month following the Commencement Date. In the event that the Commencement Date shall occur on a date other than the first of the month, the first rental payment shall be adjusted to the proportionate fraction of the whole month so that all rental

payments, other than the first, shall be made and become due and payable on the first day of each month thereafter. Rents shall be absolutely net to Landlord as provided herein.

- 2.2 <u>Base Rental Initial Term.</u> Tenant shall pay Landlord a base rental during the Initial Term in the amounts set forth on the schedule attached hereto as **Exhibit B**.
- 2.3 <u>Base Rental Renewal Term</u>. In the event Tenant exercises its option to extend the Term of this Lease pursuant to Section 1.3 hereof, Tenant shall pay Landlord as base rent during each Renewal Term annual rent, payable in advance of the first day of each month, equal to the amounts set forth on the schedule attached hereto as **Exhibit B**.
- 2.4 <u>Additional Rent: Taxes.</u> Tenant shall pay as additional rent hereunder during the Initial Term and any Renewal Term of any and all real estate taxes and assessments (ordinary and extraordinary), water rents, sewer and other municipal charges which shall be imposed, assessed, or levied upon the Leased Premises on or after the Commencement Date. Landlord shall pay any such amounts which do not accrue during the Term of this Lease.

The term "real estate taxes" shall mean all taxes and special assessments of every kind and nature assessed by a governmental authority on the Leased Premises which the Landlord shall become obligated to pay because of or in connection with the ownership, leasing and operation of the Leased Premises. If taxes upon rentals or otherwise pertaining to the Leased Premises shall be substituted, in whole or in part, for the present ad valorem real estate taxes or assessed in addition thereto, then Tenant's obligation to pay such taxes shall be based upon such substituted taxes, to the extent to which the same shall be a substitute for present ad valorem real estate taxes, together with such additional taxes, and such substitute or additional shall be deemed to be included within the term "real estate taxes". Nothing herein contained shall require or be construed to require Tenant to reimburse Landlord for any inheritance, estate, succession, transfer, gift, franchise, income or earnings, profit, excess profit tax, capital stock, capital levy or corporate or other similar tax which is or may be imposed upon Landlord or upon Landlord's business. Tenant shall have the right, acting in good faith, to contest and/or appeal before the appropriate governmental entity any real estate, personal property or other taxes that Tenant is required to pay as a result of entering into this Lease and Landlord shall execute such applications, authorizations and other documents and cooperate as reasonably necessary, at its sole expense, as requested by Tenant in connection therewith.

Tenant shall pay when due any and all State, Federal or local taxes based upon Tenant's personal property or resulting from any permitted alteration, additions or improvements made by Tenant to the Leased Premises.

- 2.5 <u>Additional Rent: Insurance.</u> During the Initial Term and any Renewal Term, Tenant shall pay Landlord, as additional rent hereunder, the cost of Landlord's Hazard Insurance required to be maintained by Landlord pursuant to Section 5.1 (a) hereof.
- 2.6 <u>Payment of Additional Rent.</u> Additional Rent shall be payable to Landlord at least five (5) days prior to the date Landlord is required to pay such taxes and insurance provided

Landlord has submitted to Tenant at least twenty (20) days prior to the date due, copies of the relevant bills and a statement of the amount due.

ARTICLE III USE AND OCCUPANCY

- 3.1 <u>Use</u>; <u>Purpose</u>. Tenant covenants to use and occupy the Leased Premises for any (but only for) lawful purposes. Tenant agrees not to violate any applicable lawful statutes, rules, regulations, orders, and ordinances of duly constituted governmental authority. Tenant shall have the right to contest in good faith and by appropriate means the application to the use and occupancy of the Leased Premises of any statute, rule, regulation, ordinance, and the like.
- 3.2 <u>Landlord Warranties and Quiet Possession.</u> Landlord covenants, represents and warrants (i) that it has good and marketable title to the Leased Premises; (ii) that Tenant's intended commercial use of the Leased Premises is allowable under existing zoning (including use of the Leased Premises as a commercial laundry and all activities ancillary thereto); (iii) that the same are free of any liens and encumbrances other than easements of record and mortgage superior to this Lease; (iv) that Landlord has all requisite power and authority to enter into this Lease; (v) that so long as Tenant shall not be in default hereunder (after the expiration of any applicable notice, grace or cure periods), Tenant shall quietly hold, occupy, and enjoy the Leased Premises during all the Term and any extension thereof without hindrance, ejection, or molestation by Landlord or any party claiming under Landlord; and (vi) that taxes and all other assessments affecting the Leased Premises are currently paid and in good standing.
- 3.3 Assigning and Subletting. Tenant shall not assign this Lease or sublet its interest under this Lease in the Leased Premises without Landlord's prior written consent (such consent not to be unreasonably withheld), provided Tenant shall have the right to assign this Lease or sublet all or any part of the Leased Premises to a wholly owned subsidiary without Landlord's consent, provided Tenant furnishes to Landlord in advance copies of any proposed assignment documents and continues to be liable for the prompt and full payment of the rentals and other payments required hereunder. Notwithstanding the foregoing or anything else herein to the contrary, Tenant shall have the right to assign this Lease without the requirement of any Landlord consent or approval to any party who acquires all or substantially all of the assets of Tenant and/or its affiliate entities.

ARTICLE IV MAINTENANCE AND REPAIR; ALTERATIONS

- 4.1 <u>By Tenant.</u> Tenant shall be responsible for all maintenance and repairs to the Leased Premises including but not limited to all structural, roof, mechanical, electrical, and plumbing systems, overhead doors, parking areas, loading docks, and all others.
- 4.2 <u>Alterations.</u> Tenant shall have the right at its expense to make alterations or improvements to the Leased Premises provided that:

- a. No such alterations or improvements shall lessen the fair market value of the Leased Premises and any such alteration or improvement shall be done in accordance with all applicable laws, in a good and workmanlike manner with good quality material and shall not impair the safety of the structure of the Leased Premises.
- b. Any structural alterations shall be made in accordance with previously prepared plans and specifications, and such plans and specifications must have the written approval of the Landlord before any work thereon shall be commenced, such approval not to be unreasonably withheld or delayed.
- c. The Tenant shall pay the increased premium, if any, for the insurance coverage of the Leased Premises resulting from any additional risk during the course of construction or installation of any such alteration, addition, or improvement or resulting from such alteration, addition or improvement.

Landlord represents and warrants to Tenant that none of the furniture, fixtures or equipment located on the Leased Premises, other than lighting, plumbing and HVAC equipment, is owned by Landlord. All additions, improvements and fixtures (including the usual trade fixtures, furniture and equipment) which may be made or installed by Tenant and which are not permanently attached to a floor, wall or ceiling, may, at the expiration or earlier termination of this Lease, be removed by Tenant from the Leased Premises. Tenant also shall have the right to remove any additions, improvements, and fixtures that are permanently attached provided Tenant repairs any injury to the Leased Premises caused by such removal. Tenant shall pay promptly when due the entire cost of any work to the Leased Premises undertaken by Tenant so that the Leased Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing new materials of good quality and complying with all governmental requirements; and to save Landlord harmless and Indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including, without limitations, reasonable attorneys' fees. Landlord shall not have any landlord's or other lien of any kind on the personal or other property of Tenant and Landlord shall acknowledge such and execute such documents evidencing same as Tenant of it lenders or investors may request.

ARTICLE V INSURANCE; WAIVER OF SUBROGATION; INDEMNITY

- 5.1 <u>Landlord's Insurance Requirements.</u> Landlord shall maintain during the Term of this Lease the following insurance coverage:
- a. <u>Fire and Extended Coverage Insurance</u>. Fire and extended coverage insurance on a full replacement cost basis, using an "all risk" or equivalent form, insuring the Leased Premises and improvements thereto (excluding Tenants goods, furniture, or personal property placed in the Leased Premises by Tenant), against damage or loss from fire or other casualty normally insured against under the terms of standard policies of fire and extended coverage insurance ("Landlord's Hazard Insurance").

b. <u>Liability Insurance</u>. Liability Insurance, using the commercial general liability form, covering the Leased Premises against claims for personal injury or death and property damage upon, in or about the Leased Premises, such insurance to be written on an occurrence basis (not a claims made basis) with combined single limit coverage of not less than One Million dollars (\$1,000,000.00) and with a general aggregate limit of not less than Two Million Dollars (\$2,000,000.00) for each policy year ("Landlord's Liability Insurance") and a commercial coverage umbrella policy in the amount of Five Million dollars (\$5,000,000,00). Tenant shall be named as additional insureds on all such policies.

All policies of Landlord's Hazard Insurance and Landlord's Liability Insurance required to be carried by Landlord under this Section 5.1 shall be issued by insurance companies with a rating of not less than A with a financial size reasonably consistent with the size and nature of the risk being insured, and licensed to do business in the State in which the Leased Premises is located. With respect to each policy of Landlord's Hazard Insurance and Landlord's Liability Insurance carried by Landlord under this Section 5.1, Landlord shall deliver to Tenant a certificate prior to the commencement of the Term of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy evidencing the required coverage and containing provision that each insurer will give Tenant at least thirty (30) days advance written notice of any material change, cancellation, termination, or lapse of such coverage and of the effective date of any reduction in the amount(s) of such coverage.

- 5.2 <u>Tenant's Insurance Requirements.</u> Tenant shall maintain during the Term of this Lease, at Tenant's cost, the following insurance coverage:
- a. <u>Hazard Insurance</u>. All insurance coverage necessary for the protection against loss or damage from fire or other casualty for Tenant's goods, furniture, and other property placed in the Leased Premises by tenant ("Tenant's Hazard Insurance").
- b. <u>Liability Insurance</u>. Liability Insurance, using the commercial general liability form, insuring Tenant, and Landlord to the extent of the obligations of Tenant to Landlord under this Lease, from and against claims for injuries and death sustained by persons or property arising from the negligent acts or omissions of Tenant and Tenant's employees, agents, invitees, contractors, or subcontractors while on the Leased Premises. Such Liability insurance to be maintained by Tenant shall be written on an occurrence basis (not a claims made basis) with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) and with a general aggregate limit of not less than Ten Million Dollars (\$10,000,000.00) for each policy year ("Tenant's Liability Insurance"). Landlord and its mortgagee shall be named as additional insureds on all such policies to the extent of Tenant's indemnity of Landlord set forth below.

All policies of Tenant's Hazard Insurance and Tenant's Liability Insurance required to be carried by Tenant under this Section 5.2 shall be issued by insurance companies with a rating of not less than A-, with a financial size reasonably consistent with the size and nature of the risk being insured, and licensed to do business in the State in which the Leased Premises are located. With respect to each policy of Tenant's Hazard Insurance and Tenant's Liability Insurance carried by Tenant under Section 5.2, Tenant shall deliver to Landlord a certificate prior to the

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commencement of the Term of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy evidencing the required coverage and containing a provision that each insurer will give Landlord at least thirty (30) days advance written notice of any material change, cancellation, termination, or lapse of such coverage and the effective date of any reduction in the amount(s) of such coverage.

- 5.3 <u>Waiver of Subrogation.</u> Each party to this Agreement agrees to waive all their rights of subrogation or recovery for loss or damage to each respective party's building, equipment, improvements or other property whatsoever to the extent the loss or damage is covered by Landlord's Hazard Insurance or Tenant's Hazard Insurance, as the case may be (or in case the responsible party fails to carry such insurance, as would have been covered by such insurance had the responsible party actually carried such insurance). It is the intent of the parties that each shall rely on the separate property policies procured by each of them. If any policies of insurance require an endorsement to effect this waiver of subrogation, the insureds of such policies shall cause them to be so endorsed.
- 5.4 <u>Indemnity.</u> Landlord and Tenant agree that each will indemnify and hold harmless the other for all losses, damages, liabilities, costs, payments, expenses and fines incurred by one party (the "Indemnitee") as a result of any claim or action (whether or not such claim or action proceeds to final judgment) brought or threatened for any of the following acts or omissions of the other party (the "Indemnitor"), and/or the Indemnitor's servants, employees, agents, licensees, or invitees: (i) any breach, violation, and/or nonperformance of any covenant or provision of the Lease applicable to the Indemnitor; (ii) the occupancy or use of the Leased Premises; and/or (iii) any gross negligence, or any willful misconduct, whether intentional or not. This Indemnification will remain in effect after the termination or expiration of this Lease for a period of one (1) year. The parties agree to first look to one another's insurance coverages for any claims under this Section 5.4.

<u>ARTICLE VI</u> DAMAGE OR DESTRUCTION; CONDEMNATION

- 6.1 <u>Restoration.</u> If the Leased Premises shall be damaged or destroyed by fire, windstorm or any other insured casualty, Tenant shall immediately give written notice thereof to Landlord ("Notice") and unless this Lease is terminated as provided in Section 6.4 hereof, Landlord shall, using the proceeds of the Landlord's Hazard Insurance and such other funds as are reasonably necessary, promptly repair or rebuild the same so as to restore the Leased Premises to substantially the same condition they were in immediately prior to such damage or destruction, subject, however, to zoning and building laws then in existence, provided that Landlord shall not be responsible for any delay in such repair or reconstruction which may result from any cause beyond its reasonable control.
- 6.2 <u>Condemnation.</u> If during the Term of the Lease all or any portion of the Leased Premises shall be acquired by authority of any governmental agency in the legal and valid exercise of its power of eminent domain or by private purchase in lieu thereof, the rent herein provided shall be reduced in the same proportion that the area of the Leased Premises so taken

bears to the total area of the Leased Premises immediately prior to such taking; and if such condemnation or acquisition in the reasonable judgment of Tenant prevents or impedes Tenant in the conduct of its business substantially in the same manner as theretofore, Tenant shall have the right, at its option, to terminate this Lease by giving notice in writing to Landlord within ninety (90) days after notice of said taking. The condemnation award shall be divided between Landlord and Tenant in proportion to the value, at the time of condemnation, of their respective interests in the Leased Premises, as improved, based upon the assumption that all options to renew or extend the Term of this Lease are exercised. Anything in this Section to the contrary notwithstanding, Tenant may, at its option, institute any proceedings appropriate to obtain separate compensation.

- 6.3 <u>Abatement of Rent.</u> If this Lease is not terminated as provided herein, then form and after any such condemnation, casualty or damage and until the Leased Premises are restored as above provided, the rent reserved herein shall abate, either wholly or proportionately to the degree of the impact on Tenant's use of the Leased Premises, according to the nature and extent of the injury.
- 6.4 <u>Damage/Condemnation and Timing.</u> If the Leased Premises shall be condemned, damaged or destroyed by any cause to such extent that the same cannot be reasonably expected to be restored to substantially the same condition within ninety (90) days, then either party shall have the right to terminate this Lease by notice to the other given within sixty (60) days after the occurrence of such damage or destruction, provided that Landlord may not cancel this Lease in the last year of the Initial Term or any Renewal Term in the event Tenant promptly gives notice of its intention to renew the Term hereof.

ARTICLE VII SUBORDINATION

Subordination. Tenant warrants and represents that this Lease (inclusive of the 7.1 Option, as hereinafter defined) is subject and subordinate to any existing or future mortgage including any extensions, modifications, amendments, consolidations thereof on the Lease Premises. As a condition to entering into this Lease, Landlord, Tenant and any holder of a mortgage covering the Leased Premises shall execute and deliver a subordination, nondisturbance and attornment agreement in form and content acceptable to the parties. Provided that (a) there shall be no default by Tenant in the observance and performance of the covenants, promises and agreements herein contained and required to be kept, observed and performed by Tenant, (b) Tenant shall not have prepaid more than one month's rent in advance of its due date under this Lease, the holder or holders of any such mortgage or mortgages, whether now in place or hereafter granted by Landlord, shall, in consideration of the foregoing subordination of this Lease to the lien and encumbrance of any such mortgage or mortgages be deemed to have agreed that (i) such holder or holders shall not name or join Tenant as a party defendant in any proceedings instituted to foreclose or otherwise enforce any such mortgage or mortgages, (ii) neither this Lease nor the term hereof shall be terminated (except as expressly permitted by the provisions of this Lease) or otherwise affected by the institution and/or completion of any such proceedings and (iii) that Tenant's possession of the Leased Premises shall not in any way be disturbed by the enforcement of any rights given to the holder or holders of any such mortgage or mortgages pursuant to the terms, covenants or conditions contained in any such mortgage or mortgages or any other documents held by any such holder or holders or any rights given to any such holder or holders as a matter of law.

ARTICLE VIII UTILITIES

8.1 <u>Utilities.</u> Landlord shall at its sole expense cause the Leased Premises to be served with sufficient electrical, water, sewer, gas and telephone service capacity and service to meet Tenant's intended use and all related needs. All such utilities shall be separately metered. The payment of all utility bills for the Leased Premises shall be the responsibility of Tenant.

ARTICLE IX ENVIRONMENTAL MATTERS

9.1 Environmental Condition. Landlord has provided to Tenant all environmental reports pertaining to the Leased Premises in Landlord's possession. In addition, Tenant conducted an independent Phase I environmental investigation of the Leased Premises which resulted in no finding of adverse environmental conditions at the Leased Premises. By executing this Lease, Tenant accepts the Leased Premises "as is" as to all environmental matters and waives any and all claims against Landlord relating to the environmental conditions of the Leased Premises. Notwithstanding the foregoing or any provision of this Lease, Landlord shall indemnify, hold harmless and defend Tenant from all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert's fees, incurred or suffered to the extent due to any

treatment, storage, disposal, or release of Hazardous Materials (as that term is defined in any current or future federal, state, or local environmental laws, rules, regulations, statutes or ordinances) at or related to the Leased Premises first occurring prior to the date of this Lease or after Tenant's vacation of the Leased Premises. Tenant shall indemnify, hold harmless and defend Landlord from all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert's fees, incurred or suffered to the extent due to any treatment, storage, disposal, or release of Hazardous Materials (as that term is defined in any current or future federal, state, or local environmental laws, rules, regulations, statutes or ordinances) at or related to the Leased Premises caused by Tenant during its occupancy of the Leased Premises. Landlord's and Tenant's respective indemnification obligations set forth in this Section shall survive expiration or termination of this Lease.

9.2 <u>Representation.</u> To the best of Landlord's knowledge, Landlord represents and warrants that Landlord and its employees, officers, agents, vendors and customers have not treated, stored, disposed of, or released any Hazardous Materials (as that term is defined in any current or future federal, state, or local environmental laws, rules, regulations, statutes, or ordinances) upon or within the Leased Premises.

ARTICLE X DEFAULT

Default by Tenant. This Lease is made on the condition that if Tenant shall fail to perform any obligation hereunder in payment of base rent, additional rent, or in payment of any other sums due under this Lease, and such failure shall continue for ten (10) days after receipt of written notice from Landlord, or for thirty (30) days after receipt of written notice of default in the case of any other obligation hereunder (or, if said default cannot reasonably be expected to be cured within such thirty (30) day period, Tenant shall have a reasonable period of time to cure same provided Tenant has commenced such cure within such thirty (30) day period and thereafter prosecutes the curing of such default to completion with due diligence, provided, however, in no event shall the cure period be greater than sixty (60) days), or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if Tenant shall make or offer to make, in or out of bankruptcy, a composition with Tenant's creditors, or if Tenant shall make an assignment for the benefit of its creditors, or if Tenant shall commit any act of bankruptcy, or if a receiver, trustee or other officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court, or if a petition shall be filed by or against Tenant for the reorganization of Tenant or for an "arrangement" under the Bankruptcy Code or under any other provisions of the Bankruptcy Code or any successor or similar State or Federal statute or regulation now or hereafter in effect, and the same, if filed against but not by Tenant, shall not be dismissed within thirty (30) days after the date on which it is filed, then and in any of the said cases, in addition to and not in derogation of any remedies for any preceding breach of covenant, Landlord may immediately or at any time thereafter and without further demand or notice (i) terminate this Lease by notice in writing forthwith, or on a date stated in said notice, (ii) with or without process of law (to the extent permitted by statute) peaceably enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same, and (iii) peaceably expel Tenant and those claiming through or under Tenant and remove its and their effects without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate; and in case of such termination, or termination by reason of default on the part of Tenant, Tenant shall at the election of Landlord, which election may be changed at any time:

- (a) pay to Landlord from time to time in equal monthly installments as the same come due, in advance, sums equal to the aggregate rent herein provided for or, if the Leased Premises have been relet, sums equal to the excess of the aggregate rent herein provided for over the sums actually received by Landlord from such reletting, as well as any reasonable expenses incurred by Landlord as a consequence of such default or in such reletting, including but not limited to, attorneys' fees, brokers' fees and expenses of repairing the Leased Premises for re-rental, such sums being payable, as liquidated damages for the unexpired Term hereof; or
- (b) pay to Landlord as damages a sum which, at the time of such termination or at the time to which installments of liquidated damages shall have been paid represents the present-value of the amount by which the then rental value of the Leased Premises for the residue of the Term is less than the aggregate rent herein provided for the residue of the Term and pay from time to time to Landlord upon demand such additional sums as are equal to the excess, if any, of the aforesaid rental value of the Leased Premises of the rent actually received by Landlord for the Leased Premises for the period from such termination, or from the time to which installments of liquidated damages shall have been paid (or from the time to which these additional sums may have been paid by Tenant under this paragraph, whichever the case may be) to the time for which Landlord may specify in its demand hereunder (but in no event to the time later than the expiration of the Term hereof), plus, in any case, reasonable expenses of Landlord by way of attorneys' fees, in connection with such default.

For the purpose of this Article, the phrase "aggregate rent" as used herein, shall include the annual base rent as adjusted from time to time, and all additional rent payable hereunder less any costs saved by Landlord as a result of Tenant not being in occupancy of the Leased Premises. In the event of a default by Tenant as above provided, and if Landlord shall elect not to terminate this Lease, Landlord may relet the Leased Premises or any part or parts thereof in the name of either Landlord or Tenant, for a term or terms which may, at Landlord's option, extend beyond the balance of the Term of this Lease and may remove and store Tenant's effects at Tenant's expense, and Tenant agrees that in the event of such reletting Tenant shall pay Landlord any deficiency between the aggregate rent to be paid hereunder and the net amount of the rents collected during such reletting, as well as any expenses reasonably incurred by Landlord as a consequence of such default or in such reletting, including but not limited to, attorneys' fees, brokers' fees and expenses of putting the Leased Premises in a condition similar to its condition as of the date of this Lease, reasonable wear and tear expected. Such deficiency shall be paid in monthly installments upon statements rendered by Landlord to Tenant.

10.2 <u>Remedies Cumulative</u>. All rights and remedies which Landlord may have under this Lease shall be cumulative and shall not be deemed inconsistent with each other, and any two

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or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

10.3 <u>Limitation on Liability.</u> Notwithstanding anything in this Article X or elsewhere in this Lease to the contrary, in no event shall Tenant's liability to Landlord in the event of a breach or termination of this Lease related to Tenant exceed an amount equal to three (3) years' annual rent at the then applicable Base Rate.

ARTICLE XI OPTION TO PURCHASE

- 11.1 <u>Grant of Option; Method of Exercise; Form of Agreement</u>. Landlord hereby gives and grants in favor of Tenant an option to purchase the Leased Premises. The option granted hereunder (hereinafter referred to as the "Option") is granted, and must be exercised, upon the terms and conditions hereinafter set forth:
- Option Term. The term within which the Option may be exercised (hereinafter referred to as the "Option Term") shall begin on the Commencement Date and shall run throughout the Term of the Lease thereafter, except as otherwise provided herein. In the event that this Lease is sooner terminated, then the Option shall be correspondingly and automatically terminated upon termination of this Lease. Notwithstanding anything to the contrary herein, in the event that Landlord receives a bona fide offer to purchase the Leased Premises during the Option Term from a third party not affiliated in any way with Landlord, or any member, manager, officer or employee of Landlord, that Landlord intends to accept ("Third Party Offer"), Landlord shall give written notice of the existence of the Third Party Offer, along with Landlord's statement of its intent to accept such offer (inclusive of the purchase price in the Third Party Offer), to Tenant ("Offer Notice"). Tenant shall have seven (7) business days following Tenant's receipt of the Offer Notice within which to exercise the Option pursuant to the terms of this Lease ("Option Deadline"). If Tenant fails to exercise the Option by the Option Deadline, and the Third Party Offer is accepted by Landlord and the purchase and sale contemplated therein shall close, the Option shall automatically expire and terminate in all respects. If the Third Party Offer is not accepted, or if accepted, and the transaction fails to close, then the Option shall remain in full force and effect, subject to the provisions of this subsection. If Tenant fails to exercise the Option after receipt of an Offer Notice from Landlord and the purchase price in the Third Party Offer is subsequently changed, then Landlord shall be required to provide Tenant a subsequent Offer Notice and Tenant shall have seven (7) business days within which to exercise the Option provided for hereunder. A sale to a third party purchaser, regardless of the termination of the Option, shall have no effect on this Lease, which shall remain in full force and effect according to the terms and conditions hereof.
- (b) <u>Method of Exercise of Option</u>. At any time during the Option Term, Tenant may exercise the Option by delivering written notice thereof to Landlord, together with the Deposit (defined below). The Option shall be deemed to have been exercised on the date of Landlord's receipt of such written notice and the Deposit. Such written notice shall be delivered as provided in this Lease, and the date upon which the Option is so exercised is referred to herein as the "Option Effective Date".

- (c) <u>Terms</u>. The purchase and sale of the Leased Premises shall be on the terms and conditions set forth below, which shall constitute a binding contract upon exercise of the Option.
- 11.2. <u>Purchase Price and Method of Payment</u>. The total purchase price for the Leased Premises, subject to the adjustments hereinafter provided for, shall be the lesser of (i) the price set forth on **Exhibit B** to the Lease as to the Option Effective Date and (ii) the purchase price set forth in the accepted Third Party Offer, and is payable as follows:
- (a) An earnest money deposit (hereinafter referred to as the "Deposit") in the amount of \$50,000.00 shall be delivered to Landlord with the exercise of the Option. At closing, the Deposit, plus accrued interest shall be credited to Tenant and retained by Landlord in partial payment of the purchase price.
- (b) The balance of the purchase price shall be paid by Tenant at closing by bank wire transfer of immediately available funds, it being understood that the precise amount of cash payable at closing to complete payment of the total purchase price may vary depending upon applicable closing costs, adjustments and prorations.
- 11.3. Evidence of Title. Within twenty (20) days following the Option Effective Date, Landlord shall deliver to Tenant, issued by a licensed South Carolina title insurer (hereinafter sometimes referred to as the "Issuing Agent") acceptable to Tenant, a commitment for title insurance agreeing to issue to Tenant upon recording of the deed to Tenant, a fee owner's policy of title insurance in the amount of the purchase price of the Premises insuring the title of Tenant to the Property, subject only to the Permitted Exceptions (as hereinafter defined) and the socalled "Standard Exceptions" contained on the inside jacket cover of the standard ALTA Form B of commitment. Said commitment shall provide that said Standard Exceptions will be deleted by the title insurance company upon furnishing to the Issuing Agent a Lien, Possession and Encumbrance Affidavit in the customary form (and Landlord agrees to furnish such Affidavit at and as a part of the Closing) and any existing survey, if Tenant elects to update said survey, it shall be at Tenant's expense. In the event that the title insurance commitment discloses that title to the Property is subject to any exceptions which render title unmarketable, then Tenant shall have the right at its expense to deliver written notice thereof to Landlord objecting to such title defect no later than thirty (30) days after its receipt of such title commitment. Landlord shall not be obligated to cure any such defect other than monetary liens (such as mortgages) to be paid at Closing. Landlord shall have a period of thirty (30) days within which to cure or remove such defect, failing which Tenant shall have the right to: (i) accept title as it then is, or (ii) terminate the exercise of the Option, in which event the Deposit shall be returned to Tenant promptly upon demand therefor and thereupon Landlord and Tenant shall be released from any and all further obligations and liabilities to each other under the Option, except with respect to any obligations expressly surviving termination hereunder. Any matters reflected on the title commitment not objected to by Tenant, or which are waived or deemed waived by Tenant, shall constitute Permitted Exceptions hereunder.

- 11.4. <u>Survey</u>. Tenant, at Tenant's expense, may have the Leased Premises surveyed at any time during the Term and any time prior to the date of closing hereunder.
 - 11.5. [Intentionally deleted].
- 11.6. <u>Conveyance of Land and Improvements</u>. Title to the Leased Premises shall be conveyed to Tenant by general warranty deed, free and clear of all liens, encumbrances and matters whatsoever except the following:
 - (a) The Permitted Exceptions.
 - (b) Taxes for the year of closing and subsequent years.
- (c) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
- 11.7. <u>Date and Place of Closing</u>. Closing on the purchase and sale of the Leased Premises in accordance with this Agreement shall incur at 10:00 a.m. eastern on the later of (a) the 60th day after Option Effective Date or (b) the day that is ten (10) days after the expiration of the Landlord's right to cure title defects as notified by Tenant pursuant to Section 11.3 hereof, at the offices of the Issuing Agent. If such date is a holiday on which banks are closed or a Saturday or Sunday then the closing date shall be the next available business day. Landlord and Tenant may agree, by written instrument, to an earlier or later closing date.

11.8. Documents for Closing.

- (a) At the closing, the Landlord will execute and deliver, or cause to be executed and delivered, the following instruments and documents:
 - (i) A duly executed and acknowledged general warranty deed conveying title to the Leased Premises to Tenant.
 - (ii) A lien, possession and encumbrance affidavit in customary form sufficient to delete the Standard Exceptions relating to construction liens and parties in possession.
 - (iii) A Closing Statement prepared in accordance with this Agreement.
 - (iv) Such affidavits and other instruments and documents in form reasonably satisfactory to the Issuing Agent necessary to establish of record that the signatures on the deed and other instruments conveying title to the Leased Premises are sufficient to bind the Landlord and convey the Leased Premises to Tenant and that all requisite approvals under Landlord's operating agreement have been obtained.
 - (v) A non-foreign status affidavit and certificate in customary form.
- (b) Tenant shall deliver at closing, the following:
 - (i) A Closing Statement prepared in accordance with this Agreement.

- (ii) Such affidavits and other instruments and documents in form reasonably satisfactory to the Issuing Agent necessary to establish the good standing of Tenant for title purposes.
- (iii) Payment (by bank wire transfer) of an amount sufficient to complete payment of the purchase price specified above.
- 11.9. Expenses. Landlord shall pay: (i) the documentary stamps to be affixed to the warranty deed, (ii) the cost to record the general warranty deed and the cost of obtaining and recording any corrective instruments; and (iii) the premium for the owner's title insurance policy and the title search expense therefor. Tenant shall pay: (i) the cost of the survey; (ii) all costs and expenses associated with Tenant's Inspections; and (iii) all costs and expenses associated with Tenant's financing. Each party shall pay their respective legal fees.
- 11.10. <u>Prorations and Adjustments</u>: The following are to be apportioned as of 12:01 a.m. on the date of closing:
 - (a) Rent shall cease.
 - (b) Utilities charges not paid by Tenant directly, if any.
- 11.11. <u>Prorations of Taxes (Real and Personal)</u>. Taxes shall not be prorated. Tenant shall be responsible for all property taxes associated with the Leased Premises under the terms of the Lease.

11.12. Option Default and Remedies.

- (a) Default by Tenant and Remedies of Landlord. In the event Tenant defaults in Tenant's obligation to close on the purchase of the Leased Premises in accordance with the terms hereof, the Deposit shall be disbursed and/or paid to Landlord as and for consideration for the execution of this Agreement by Landlord and as agreed upon liquidated damages in full settlement of all claims hereunder, whereupon all parties shall be released from further liability under the Option (it being understood that the Lease shall survive the termination of the Option).
- (b) Default by Landlord and Remedies of Tenant. In the event Landlord defaults in the performance of its obligations under this Agreement, Tenant shall be limited to the following remedies:
 - (i) Tenant shall have the right of specific performance,
 - (ii) Tenant may elect to terminate the Option by written notice to Landlord, whereupon the Deposit shall be returned to Buyer and thereupon all rights and liabilities of the parties with respect to the Option shall cease and terminate (it being understood that the Lease shall survive the termination of the Option).
 - (iii) Tenant shall have all remedies at law or in equity.
- 11.13. <u>Brokers</u>. Landlord hereby represents and warrants to Tenant that no real estate agent, broker, finder other intermediary has been consulted or contacted by Landlord or involved

at the instance of Landlord in connection with the transaction contemplated by this Agreement and hereby agrees to indemnify, defend and hold Tenant harmless from and against any claim, liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees and other legal expenses whether incurred at or before the trial level or in appellate, bankruptcy or administrative proceeding) which Tenant may suffer, sustain or incur because of any claim made by any real estate agent, broker, finder or other intermediary claiming a broker fee or commission or other compensation with respect to this Agreement or the transaction contemplated hereby.

Tenant hereby represents and warrants to Landlord that no real estate agent, broker, finder or other intermediary was consulted or contacted by Tenant in connection with this Agreement or the transaction contemplated hereby and hereby agrees to indemnify, defend and hold Landlord harmless from and against any claim, liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and other legal expenses whether incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding) which Landlord may suffer, sustain or incur because of any claim made by any real estate agent, broker, finder or other intermediary claiming to have been consulted or contacted by Tenant and due a brokerage fee or commission or other compensation with respect to this Agreement or the transaction contemplated hereby.

ARTICLE XII TENANT IMPROVEMENT ALLOWANCE

[Intentionally Deleted]

ARTICLE XII MISCELLANEOUS

- 13.1 <u>Tenant's Financial Information</u>. Upon Landlord's request, Tenant shall provide its most recent financial information or financial statement to Landlord's existing or proposed lender, as designated by Landlord, to assist Landlord in refinancing its mortgage secured by the Leased Premises upon Tenant's receipt of a written request from Landlord's existing or proposed lender and the execution by such lender of a non-disclosure agreement in form and content reasonably acceptable to Tenant.
- 13.2 <u>Consent and Waiver.</u> No consent or waiver, express or implied, by either party to or of any breach in the performance by the other party of its agreements hereunder shall be construed as a consent to or waiver of any such breach. No acceptance by Landlord of any rent or other payment hereunder, even with the knowledge of any such breach, shall be deemed a waiver thereof nor shall any acceptance of rent or other such payment in a lesser amount then is herein required to be paid by Tenant, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any manner other than as a payment on account by Tenant. No waiver by Landlord in respect of any one tenant shall constitute a waiver with respect to any other tenant. Failure on the part of either party to complain of any action or non-action on the part of the other

party or to declare a default, no matter how long such failure may continue shall not be deemed to be a waiver by the non-breaching party of any of its rights hereunder. No act of Tenant, including the taking of possession of the Leased Premises, shall constitute a waiver by Tenant of any of Landlord's obligations with respect to the Leased Premises, including Landlord's obligation to correct any defects in materials or workmanship as provided in this Lease.

- 13.3 <u>Generality and Severability of Provisions.</u> In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provisions. If any section, sentence, paragraph clause, or combination of provisions in this Lease is in violation of any law, such sections, sentences, paragraphs, clauses, or combinations shall be inoperative and the remainder of this Lease shall be binding upon the parties.
- 13.4 Overdue Rent. If any installment of rent, base or additional, is paid more than ten (10) days after the due date thereof, it shall bear interest at twelve percent (12%) per annum from such due date of payment, which interest shall be immediately due and payable as additional rent.
- 13.5 <u>Holding Over.</u> If Tenant continues to occupy the Leased Premises after the termination hereof, it shall have no more rights than a tenant by sufferance, but shall be liable for one hundred twenty-five percent (125%) of the aggregate rental as above determined during such occupancy, and shall be liable for any loss or expense directly due to such holding over. Nothing in this section shall be construed to permit such holding over.
- 13.6 <u>Successors and Assigns.</u> The conditions and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the Leased Premises.
- 13.7 <u>Construction.</u> The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item, which has been stricken from this Lease other than the deletion of such item.
- 13.8 <u>Headings</u>. The section and article headings throughout this instrument are for convenience and reference only and shall in no way be held to limit, define or describe the scope or intent of this Lease or in any way affect this Lease.
- 13.9 <u>Governing Law.</u> This Lease shall be governed by, construed and enforced in accordance with the laws of the state in which the Leased Premises are located.
- 13.10 <u>Recording.</u> Neither party shall record this Lease, but upon request of either party, both parties shall execute and deliver a notice of Lease, in form satisfactory to both parties and appropriate for recording, the costs of such notice shall be borne by the requesting party. The parties agree to execute and deliver such documents or instruments as may be required to evidence the terms of the Option created herein and record the same if necessary to perfect

Tenant's leasehold and option rights.

13.11 <u>Notice</u>. All notices required or permitted to be given hereunder shall be in writing and delivered personally or sent by United States registered or certified mail, postage prepaid, return receipt requested, or by express delivery service which provides for return receipts, addressed to the parties as follows:

To Tenant:

Crown Health Care Laundry Services, LLC

25 West Cedar Street Pensacola, Florida 32502 Attn: Don Haferkamp

To Landlord:

ULS Acquisition LLC 805 Third Avenue, 8th Floor New York, NY 10022 Attn: John Giardino

Or to such other address as the parties may direct by notice given as hereinabove provided. Notice shall be deemed given when received as evidenced by the return receipt or the date such notice is first refused, if that be the case.

- 13.12 <u>Survival.</u> All obligations hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including, without limitation, all payment obligations with respect to taxes and insurance and all obligations concerning the condition and repair of the Leased Premises.
- 13.13 Force Majeure. Notwithstanding any other provision of this Lease, neither party hereto shall be required to perform any covenant or obligation in this ease, or be liable in damages to the other party, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an event of Force Majeure (provided, however, the foregoing shall not excuse the timely payment of any rent or other monetary amounts due from one party to the other hereunder). "Force Majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, riots, floods, washouts, explosions, earthquakes, fire, storms, unusually severe weather for the locale of the Leased Premises and the time of year in question, acts of the public enemy, wars, insurrections, acts of God, governmental regulations, and any other cause not reasonably within the control of Landlord or Tenant (as the case may be). Notwithstanding anything contained herein to the contrary, if any delay in performance, utility interruption or other event arises which has a material and adverse impact on Tenant's ability to utilize any necessary part of the Leased Premises for the use intended by Tenant for a period in excess of ninety (90) days, Tenant shall have the right to terminate this Lease without penalty by or recourse on the part of Landlord effective on the date specified in written notice of such exercise from Tenant to Landlord.
- 13.14 Entire Agreement. This Lease shall constitute the only agreement between the parties relative to the Leased Premises and no oral statements and no prior written matter not

specifically incorporated herein shall be of any force or effect. In entering into this Lease, Landlord and Tenant rely solely upon the representations and agreements contained herein. This agreement shall not be modified except by a writing executed by both parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

	ULS Acquisition LLC, a Delaware limited
	liability company
	By:
	Name: Song Florage
	Its: Mangajoe Member
	73///
	Crown Health Care Laundry Services,
	LLC, a Delawate limited liability company
	Ву:
	Name:
	Its:
State of New York, New York	County
I certify that the following person(s) personally app to me that Scho Grand voluntarily signed therein and the capacity indicated: Scho Grand Acquisition LLC, a Delaware limited liability comp	the foregoing document for the purpose stated of ULS
Date: December 17, 2018	Bif lac.
EMILY CARLINO	Notary Public
40 ART FOBEIGNAINE OF HELL COM	Print/Type Name: Emily Caclino
[AFFIX SEAL] No. 01CA6273649 Qualified In Suffolk County	My Commission Expires: 12/17/2020
My Commission Expires 12-17-2020	
State of,	County
	11. Compared to the same as hardway ladging
I certify that the following person(s) personally app	eared before me tims day, each acknowledging
to me that voluntarily signed	of Crown Health
therein and the capacity indicated: Care Laundry Services, LLC, a Delaware limited li	ability company
Care Laundry Services, ELC, a Delaware minica in	uomy company.
Date:	
	Notary Public
[AFFIX SEAL]	Print/Type Name:
[tree in process]	My Commission Expires

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

	ULS Acquisition LLC, a Delaware limited liability company
	By: Name: Its:
	Crown Health Care Laundry Services, LLC, a Delaware limited hability company By: Name: Jacob L. Martirkung Its:
State of,	County
to me that volunta therein and the capacity indicated: Acquisition LLC, a Delaware limited lia	sonally appeared before me this day, each acknowledging arily signed the foregoing document for the purpose stated, as of ULS ability company.
Date:	
[AFFIX SEAL]	Notary Public Print/Type Name: My Commission Expires:
State of Florida, Escan	nbia County
to me that Donald Hater Kamprolunt	rsonally appeared before me this day, each acknowledging arily signed the foregoing document for the purpose stated and Haferyamp, as of Crown Health re limited liability company.
Date: 12 17 18	Shanna Marie Garbarino Notary Public Charles Andrews
[AFFIX SEAL]	Notary Public Print/Type Name: Shanna Marie Garbarino My Commission Expires: March 23, 2021
	SHANNA MARIE GARBARINO

EXPIRES: March 23, 2021 Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece, parcel or lot or parcel land, situate, lying and being on the south side of Old Greenville Road in Spartanburg County, South Carolina, containing 6.419 acres, more or less, and being more particularly shown and described on a topographic survey for Steve Collins, M.B.D. Land Company, dated July 31, 1996, prepared by Benchmark Surveying, Inc., Registered Land Surveyors, recorded at Plat Book 135, Page 270, in the Office of the RMC for Spartanburg County, and having such metes and bounds, courses and distances as is shown on said plat.

This is the same property conveyed to the Grantor by Deed of Spartanburg County Health Services District, Inc., dated December 29, 1997, recorded January 13, 1998, at Deed Book 67-E, Page 227, Register of Deeds for Spartanburg County, South Carolina.

Assessor's Tax Map No: 6-13-13-037.03

EXHIBIT B

Rent and Option Price

Proposed Lease Payment Schedule

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Burnet Ontion Drice	bayout Option Fire		\$ 1,750,000	\$ 1,900,000	\$ 2,000,000	\$ 2,100,000	\$ 2,200,000	\$ 2,300,000	\$ 2,400,000	\$ 2,500,000	\$ 2,600,000	\$ 2,700,000	A ANALYSIS AND A ANAL	\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher		\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher	\$ 2,700,000 or Appraised Market Value, whichever is higher
Annual	Neill	- 1	\$ 234,000	\$ 242,000	\$ 250,000	\$ 258,000	\$ 264,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000		\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000		\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000
Monthly	Keil		\$ 18,750	\$ 19,125	\$ 19,508	\$ 19,898	\$ 20,296	\$ 20,702	\$ 21,116	\$ 21,538	\$ 21,969	\$ 22,408		\$ 22,856	\$ 23,313	\$ 23,780	\$ 24,255	\$ 24,740		\$ 25,235	\$ 25,740	\$ 26,255	\$ 26,780	\$ 27,315
71 1 1	ENG		01/14/20	01/13/21	01/13/22	01/14/23	01/14/24	01/13/25	01/13/26	01/14/27	01/14/28	01/13/29		01/13/30	01/14/31	01/14/32	01/13/33	01/13/34		01/14/35	01/14/36	01/13/37	01/13/38	01/13/39
1	Start		01/15/19	01/15/20	01/14/21	01/15/22	01/15/23	01/15/24	01/14/25	01/15/26	01/15/27	01/15/28		01/14/29	01/15/30	01/15/31	01/15/32	01/14/33		01/15/34	01/15/35	01/15/36	01/14/37	01/14/38
>	Year		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028		2029	2030	2031	2032	2033		2034	2035	2036	2037	2038
	Period	Base Lease	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option One	Year 11	Year 12	Year 13	Year 14	Year 15	Option Two	Year 16	Year 17	Year 18	Year 19	Year 20

{04681878.1}

Schedule 1

Furniture, Fixtures & Equipment acquired from Calrus

	Monthly Retirement	21.26 7/31/38 56.10 6/30/38		62.50 9/01/18 145.25 9/01/18 25.00 9/01/18			199.21 8/31/16		32.22 8/11/18 31.30 11/29/18 41.30 11/29/18 41.30 11/29/18 41.30 11/29/18 41.30 11/29/18 41.30 11/29/18 41.30 10/31/18 41.30 10/31/18	133.33 10/31/18 133.33 10/31/18 250.00 10/31/18 666.67 10/31/18 50.00 10/31/18
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EXHIBIT C

Non-Compete Agreement

(Attached)

Exhibit C

NON-COMPETITION, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

THIS NON-COMPETITION, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into effective as of [·], 2018 (the "Effective Date"), among and between [Centerstone Linen Services, LLC, a Delaware limited liability company / John Giardino, an individual resident of the State of ______] ("Restricted Party"), and Crown Health Care Laundry Services, LLC, a Delaware limited liability company (the "Company"; Restricted Party and the Company are each referred to in this Agreement as a "Party" and, together, the "Parties".

RECITALS

- A. The Company and Alliance Laundry & Textile Services, LLC, a Georgia limited liability company d/b/a Clarus Linen Systems ("Seller"), entered into that certain Asset Purchase Agreement, dated as of December 19, 2018 (the "Purchase Agreement"), pursuant to which, among other things, the Company agreed to purchase, acquire and accept from Seller, and Seller agreed to sell, transfer, assign, convey and deliver to the Company, all of Seller's right, title and interest in, to and under, the Purchased Assets (including all goodwill incidental thereto);
- B. Restricted Party, [as the record and beneficial owner of 100% of the membership interests of Seller / as an indirect owner of membership interests of Seller], will derive substantial benefits from the consummation of the transactions contemplated by the Purchase Agreement; and
- C. The Company conditioned its willingness to consummate the transactions contemplated by the Purchase Agreement upon Restricted Party's agreement to the restrictions set forth herein, and Restricted Party's agreement to such restrictions is a material inducement to the Company to consummate the transactions contemplated by the Purchase Agreement.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows

- 1. <u>Definitions</u>. Capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the Purchase Agreement. Notwithstanding the foregoing, for purposes of this Agreement, the following definitions shall apply:
 - (a) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.
 - (b) "Non-Compete Area" means anywhere in the States of North Carolina, South Carolina, and Georgia. Restricted Party acknowledges and agrees that scope of the

Non-Compete Area is reasonable and legitimate, and necessary to protect the interests of the Company.

- (c) "Non-Compete Period" means a period of four (4) years after the Effective Date. Restricted Party acknowledges and agrees that this time period has been considered by it at length and that such term has been negotiated at arm's length and that the Company would not have entered into the Purchase Agreement but for this Agreement; and, furthermore, Restricted Party agrees that this time period and the restrictions and agreements contained herein are reasonable and appropriate in light of the legitimate interests of the Company to be protected.
- (d) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.
- (e) "<u>Restricted Business</u>" means the business of providing linen rental and commercial laundry services to the healthcare industry.
- 2. <u>Non-Competition</u>. During the Non-Compete Period, Restricted Party shall not, or permit any of its Affiliates to, directly or indirectly (a) within the Non-Compete Area, (i) engage in; (ii) own or control any interest in; (iii) act as an employee, officer, director, partner, member, shareholder, consultant, or joint venturer of any entity engaged in; or (iv) extend credit or lend money for the purpose of establishing or operating any Person engaged in, the Restricted Business; or (b) solicit, encourage, influence or attempt to influence any Person who is a customer or supplier of Seller as of the date of this Agreement to terminate, amend or modify any Assigned Contract, or to otherwise modify or terminate such Person's relationship with the Company after Closing.
- 3. Nonsolicitation of Employees. During the Non-Compete Period, Restricted Party shall not, nor shall it permit any of its Affiliates to, directly or indirectly, participate in any attempt to hire or solicit for employment or hire any Hired Employee or other employee of the Company; provided, however, that Restricted Party shall not be restricted from hiring or soliciting for employment any person that is terminated by the Company after the Closing Date; provided, further, however, that the foregoing covenant shall not prohibit the placement of general advertisements or making of general solicitations, including general advertisements or other solicitations that may be targeted to a particular geographic or technical area or that are not specifically targeted toward any Hired Employee or other employee of the Company; provided, further, and notwithstanding the foregoing, in no event shall Restricted Party be permitted to place any such general advertisements or make any such general solicitations in the Restricted Area.
- 4. <u>Confidentiality</u>. Restricted Party shall not, either directly or indirectly, without the prior written consent of the Company, disclose any Confidential Information of the Company to any other Person. The term "<u>Confidential Information</u>" shall include, without limitation: (a) any and all trade secrets concerning the business and affairs of the Company (including with respect to the Purchased Assets), data, know-how, processes, inventions and ideas, past, current and planned research and development, current and planned growth plans, current and planned

marketing plans, methods and processes, referral sources, price lists and other pricing information and methodologies, customer lists, customer data, customer information, prospective customer information, compensation amounts, market studies, business plans, business models, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, know-how, discoveries, concepts, designs, methods and information of the Company and any other information, however documented, of the Company that is a trade secret within the meaning of applicable law); (ii) any and all information to the extent concerning primarily the business and affairs of the Company (which includes historical financial statements, financial projections and budgets, financial and investment information, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel and personnel training and techniques and materials), however documented; (iii) Company provided files, software, code, reports, documents, manuals, and forms used in the business that may not otherwise qualify as a trade secret but which are treated as confidential to the business entity, in whatever medium provided or preserved, such as in writing or stored electronically, and (iv) any and all notes, analysis, compilations, lists, studies, summaries and other material prepared by or for the Company containing or based, in whole or in part, on any information included in the foregoing methods of doing business.

- 5. Protectable Interest. Restricted Party acknowledges and agrees that the Company has legitimate business interests and that the protection of these interests justifies the restrictive covenants and agreements set forth in this Agreement. The Company's legitimate business interests include, but are not limited to, the trade secrets and other Confidential Information; relationships with prospective and existing customers; and customer goodwill associated with the Business. The parties acknowledge further that Restricted Party's relationship with Seller and the business conducted by Seller makes Restricted Party uniquely aware of and a part of and subject to the legitimate business interests to be protected hereunder. Furthermore, each of Restricted Party and the Company understand and agree that this Agreement contains covenants and agreements necessary and essential to protect the goodwill and reasonable business interests of the Company and is ancillary to the acquisition by the Company of the Purchased Assets.
- 6. Remedies. Restricted Party acknowledges that the provisions of this Agreement are reasonable and necessary for the protection of the Company, and that the Company will be irrevocably damaged if such provisions are not specifically enforced. Accordingly, in the event of any breach or threatened breach of the provisions of this Agreement, Restricted Party agrees that the Company shall be entitled to injunctive relief (without bond or other security being required) as well as any and all other applicable remedies at law and in equity. If a court of competent jurisdiction declares any of these provisions unenforceable due to an unreasonable restriction of duration or geographical area, or for any other reason, such court is hereby granted the express authority by the parties to this Agreement to reform such provisions and/or to grant the Company any and all other relief, at law or in equity, reasonably necessary to protect the interests of the Company. Restricted Party expressly covenants and agrees that he considers these provisions to be acceptable and reasonable.
- 7. <u>Effect of Prior Agreements</u>. This Agreement contains the complete and final understanding and agreement of the parties hereto, and it supersedes any and all prior representations, promises or understandings, express or implied, between Restricted Party and the Company with respect to the subject matter hereof.

- 8. <u>Covenant Not to Disclose</u>. Restricted Party agrees to hold the terms and conditions of this Agreement in strict confidence and not to disclose to any other persons or entities that are not privy to this Agreement, the facts, circumstances or existence of this Agreement.
- 9. <u>Binding Effect</u>. This Agreement may not be assigned by Restricted Party. This Agreement and any rights hereunder may be assigned by the Company. This Agreement shall be binding upon and inure to the benefit of the Company and its officers, directors, shareholders, members, managers, successors and assigns.
- 10. <u>Waiver and Amendment</u>. This Agreement may be amended, supplemented, modified and/or rescinded only through a written instrument signed by all parties. Any party may specifically and expressly waive in writing any portion of this Agreement or any breach hereof, but only to the extent such provision is for the benefit of the waiving party. No such waiver shall constitute a further waiver of any preceding or succeeding breach of the same or any other provision.
- 11. <u>Severability</u>. Each provision of this Agreement is intended to be severable. Should any provision of this Agreement or the application thereof be judicially declared to be or become illegal, invalid, unenforceable or void, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties.
- 12. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof, and this Agreement shall be enforced to the maximum extent permitted by applicable law, and, moreover, the invalid, illegal or unenforceable provision shall be conformed to the law or determination to the fullest extent possible and any court or tribunal of appropriate jurisdiction shall have the authority revise or reform any such restriction so that it shall be enforceable to protect and preserve the Company's protectable interests to the maximum extent permitted under applicable law. The titles of the articles and sections of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any provision of this Agreement.
- 13. <u>Enforcement</u>. In the event that any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing party in such legal action or other proceeding shall be entitled to recover, in addition to such other sums as may be due hereunder, the costs of such legal action or other proceeding, including a reasonable attorney's fee and accompanying expenses (including, but not limited to, expert witness fees).
- 14. <u>Applicable Law</u>. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of South Carolina without regard for conflict of laws principles.

15. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned parties have entered into and executed this Agreement to be effective as of the Effective Date.

RESTRICTED PARTY	7:	
[CENTERSTONE LINE	EN SERVI	CES, INC.
By:		
Name: Title:		
JOHN GIARDINO]		
COMPANY:		
CROWN HEALTH SERVICES, LLC	CARE	LAUNDRY
By:		
Name: Title:		

EXHIBIT D

Bidding Procedures Order

(Attached)

)
In re:)
) Case Nos.
CENTERSTONE LINEN SERVICES, LLC,) 18-31754 (main case)
ATLAS HEALTH CARE LINEN SERVICES CO., LLC,) 18-31753
ALLIANCE LAUNDRY & TEXTILE SERVICE, LLC,) 18-31755
ALLIANCE LAUNDRY AND TEXTILE SERVICE OF) 18-31756
ATLANTA, LLC, and)
ALLIANCE LTS WINCHESTER LLC) 18-31757

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF NEW YORK

d/b/a Clarus Linen Systems¹,

ORDER PURSUANT TO SECTIONS 363 AND 105 OF THE BANKRUPTCY CODE: (A)(1) SETTING DEADLINE AND APPROVING REQUIREMENTS AND PROCEDURES FOR INTERESTED PARTIES TO SUBMIT COMPETING BIDS FOR SUBSTANTIALLY ALL ASSETS OF DEBTOR ALLIANCE LAUNDRY & TEXTILE SERVICE, LLC, d/b/a CLARUS LINEN SYSTEMS; (2) APPROVING FORM OF PURCHASE AGREEMENT; (3) SCHEDULING AN AUCTION; (4) SETTING

Debtors.

Chapter 11 Cases
Jointly Administered

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Centerstone Linen Services, LLC d/b/a Clarus Linen Systems (5594) ("Centerstone"); Atlas Health Care Linen Services Co., LLC d/b/a Clarus Linen Systems (2681) ("Atlas"); Alliance Laundry & Textile Service, LLC d/b/a Clarus Linen Systems (8284) ("Alliance"); Alliance Laundry and Textile Service of Atlanta, LLC d/b/a Clarus Linen Systems (4065) ("Atlanta"); and Alliance LTS Winchester, LLC d/b/a Clarus Linen Systems (0892) ("Winchester").

HEARING DATE TO APPROVE SALE OF ASSETS TO SUCCESSFUL BIDDER; AND (5) APPROVING PROCEDURES WITH RESPECT TO THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (B) APPROVING FORM AND MANNER OF NOTICE

Upon consideration of the motion (the "Motion")² filed by debtor Alliance Laundry & Textile Services, LLC, d/b/a Clarus Linen Systems, a debtor and debtor in possession (the "Debtor" or "Alliance") in the captioned cases, for entry of an order pursuant to sections 105 and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Bankruptcy Rule 6004: (A)(i) authorizing the sale of substantially all of Alliance's assets (the "Purchased Assets"), free and clear of all liens, claims, interests and encumbrances, subject to the terms of the Asset Purchase Agreement and subject to higher and/or better offers; (ii) authorizing and approving the Asset Purchase Agreement with Crown Health Care Laundry Services, LLC ("Purchaser"); and (iii) authorizing Alliance to consummate all transactions related to the proposed sale; (B) approving bidding procedures and other related relief; and (C) authorizing Alliance to assume certain executory contracts and unexpired leases and assign such contracts and leases to Purchaser pursuant to 11 U.S.C. §§ 365(a), (b) and (c) and Bankruptcy Rule 6006(e)(1) (the "Assigned Contracts"); and upon review and consideration of (i) the Motion, (ii) the objections, if any, filed with respect thereto, (iii) arguments of counsel and evidence proffered or adduced at the hearing on the Motion held on January 11, 2019 (the "Bid Procedures Hearing"), and (iv) the docket and proceedings in the above-captioned cases (the "Chapter 11 Cases"); and it appearing that the relief requested in the Motion is in the best interests of Alliance, its estate, creditors, and other parties in interest; and good and sufficient cause appearing therefor, it is hereby:

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, Purchase Agreement and/or the Bidding Procedures, as applicable.

FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction over the Motion and the transactions contemplated therein pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

- B. Good and sufficient notice of the Motion and the relief sought therein has been given under the circumstances, and no other or further notice is required except as set forth herein. A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties-in-interest.
- C. Alliance has articulated good and sufficient business reasons for this Court to approve the bidding procedures attached hereto as **Schedule 1** (the "Bidding Procedures") and the establishment of procedures to fix the cure amounts to be paid under section 365 of the Bankruptcy Code in connection with the assumption, assignment and/or transfer of the Assigned Contracts to the Successful Bidder.
- D. The Bidding Procedures are reasonably designed to maximize the value to be achieved for the Purchased Assets.
- E. The Notice of the Auction and Sale Hearing attached hereto as **Schedule 2** and the Notice of Assumption and Assignment attached hereto as **Schedule 3** provide all interested parties with timely and proper notice of the Auction, the sale of the Purchased Assets, the Bidding Procedures and the procedures governing Alliance's assumption and assignment of the Assigned Contracts to the Successful Bidder.

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³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when applicable. *See* Bankruptcy Rule 7052.

F. The entry of this Order (the "Bidding Procedures Order") is in the best interests of Alliance, its estate, creditors and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 1. The Motion is granted as set forth herein.
- 2. All objections to the Motion relating to the relief provided herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits.
- 3. The form of Amended and Restated Asset Purchase Agreement attached hereto as **Exhibit A** (the "Purchase Agreement") is hereby approved. Purchaser is hereby designated as the stalking-horse bidder for the Purchased Assets, the Purchase Agreement is hereby deemed a Qualified Bid for the Purchased Assets and Purchaser is hereby deemed a Qualified Bidder for the Purchased Assets.
- 4. HSBC Bank USA, National Association ("HSBC Bank") is also hereby deemed a Oualified Bidder for the Purchased Assets.
- 5. The Bidding Procedures, in substantially the form attached hereto as **Schedule 1**, are hereby incorporated herein and approved, and shall apply with respect to the sale of the Purchased Assets. Alliance is authorized to take all actions necessary or appropriate to implement the Bidding Procedures.
- 6. Notwithstanding the inclusion of the Atlanta PP&E as an Excluded Asset on Appendix 1.1(b) of the Purchase Agreement as of the Execution Date, Alliance shall have the option to designate the Atlanta PP&E as a Purchased Asset by delivering written notice to the Notice Parties (as hereafter defined) no later than five days prior to the Bid Deadline.

- 7. As further described in the Bidding Procedures, the deadline for submitting bids for the Purchased Assets (the "Bid Deadline") is **February 4, 2019 at 12:00 noon (prevailing Eastern Time)**. No bid shall be deemed to be a Qualified Bid (as defined in the Bidding Procedures) or otherwise considered for any purposes unless such bid meets the requirements set forth in the Bidding Procedures, or those requirements which may be modified by Alliance upon consultation with HSBC Bank and the Committee, except for HSBC Bank which is automatically deemed a Qualified Bidder.
- 8. Alliance may sell the Purchased Assets by conducting an Auction in accordance with the Bidding Procedures. If more than one Qualified Bid is timely received by Alliance in accordance with the Bidding Procedures, the Auction shall take place on February 7, 2019 at 10:00 a.m. (prevailing Eastern Time) at the offices of Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse, New York, or such other place and time as Alliance shall notify all Qualified Bidders and other invitees.
- 9. Each Qualified Bidder participating at the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale.
- 10. The Sale Hearing shall be held before this Court on February 13, 2019 at 12:00 p.m. (prevailing Eastern Time), or as soon thereafter as counsel and interested parties may be heard.
- 11. The Notice of Auction and Sale, in substantially the form attached hereto as Schedule 2, is hereby approved. On or before 5:00 p.m. (prevailing Eastern Time) on January 17, 2019, Alliance will cause (a) a copy of the Notice of Auction and Sale Hearing and (b) a copy of the Bidding Procedures Order to be sent by first-class mail postage prepaid, to the following: (i) counsel for Purchaser; (ii) the Office of the United States Trustee for the Northern

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District of New York; (iii) counsel for HSBC Bank; (iv) counsel to the Official Committee of Unsecured Creditors (the "Committee"); (v) all parties to the Assigned Contracts; (vi) all required governmental agencies; (vii) all persons known or reasonably believed to have asserted any lien, claim encumbrance, right of first refusal or other interest in or upon any of the Purchased Assets, (viii) all parties who have expressed an interest in the Purchased Assets during the past seven months the Purchased Assets have been marketed; and (ix) all entities known by Alliance to have filed a notice of appearance or a request for receipt of chapter 11 notices and pleadings filed in the Chapter 11 Cases (the "Notice Parties").

- 12. On or before **5:00 p.m.** (prevailing Eastern Time) on January **17, 2019**, Alliance will cause a copy of the Notice of Auction and Sale to be served upon all known creditors of Alliance in the Chapter 11 Cases.
- 13. The Notice of Assignment and Assumption, in substantially the form attached hereto as Schedule 3, is hereby approved. On or before 5:00 p.m. (prevailing Eastern Time) on January 17, 2019, Alliance shall serve by first class mail, the Notice of Assumption and Assignment on all non-debtor parties to the Assigned Contracts. The Notice of Assumption and Assignment shall identify the cure amounts that Alliance believes must be paid to cure all prepetition defaults under the Assigned Contracts (the "Cure Amounts"). In addition, if Alliance identifies additional executory contracts or unexpired leases that might be assumed by Alliance and assigned to the Successful Bidder not set forth in the original Notice of Assumption and Assignment, Alliance shall promptly send a supplemental notice (a "Supplemental Notice of Assumption and Assignment") to the applicable counterparties to such additional executory contracts and unexpired leases.

14. Unless the non-debtor party to an Assigned Contract identified in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment files an objection (the "Cure Amount/Assignment Objection") to (a) its scheduled Cure Amount and/or (b) to the proposed assumption, assignment and/or transfer of such Assigned Contract by the later of (i) 4:00 p.m. (prevailing Eastern Time) on February 6, 2019 or (ii) five (5) days after service of the relevant Supplemental Notice of Assumption and Assignment (such later date, the "Cure/Assignment Objection Deadline") and serves a copy of the Cure Amount/Assignment Objection so as to be received on the same day by (i) counsel to Alliance; (ii) the Office of the United States Trustee for the Northern District of New York; (iii) counsel for HSBC Bank; (iv) counsel to Purchaser; and (v) counsel to the Committee, then such nondebtor party (a) will be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts due with respect to such Assigned Contract and Alliance shall be entitled to rely solely upon the Cure Amount, and (b) if the Assigned Contract is identified by the Successful Bidder and/or Backup Bidder as an Asset to be purchased and/or assigned, will be deemed to have consented to the assumption, assignment and/or transfer of such Assigned Contract and will be forever barred and estopped from asserting or claiming against Alliance, the Successful Bidder and/or the Backup Bidder, or any other assignee of the relevant executory contract or unexpired lease that any additional amounts are due or defaults exist, or prohibitions or conditions to assumption, assignment and/or transfer exist or must be satisfied, under such Assigned Contract. Notwithstanding the foregoing, as provided below, each non-debtor party shall retain the right to object to the assumption, assignment or transfer of its Assigned Contract, based solely on the issue of whether the Successful Bidder or Backup Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

- 15. If a Cure Amount/Assignment Objection challenges a Cure Amount, the objection must set forth the cure amount being claimed by the objecting party (the "Claimed Cure Amount") with appropriate documentation in support thereof. Upon receipt of a Cure Amount/Assignment Objection, Alliance is authorized, but not directed, to resolve any Cure Amount/Assignment Objection by mutual agreement with the objecting counterparty to any Assigned Contract without further order of the Court. Alliance is also hereby authorized to file a response to any Cure Amount/Assignment Objection by 4:00 p.m. (prevailing Eastern Time) on February 8, 2019. In the event that Alliance and any objecting party are unable to consensually resolve any Cure Amount/Assignment Objection, the Court will resolve any such Cure Amount/Assignment Objection at a hearing to be held at 12:00 p.m. (prevailing Eastern Time) on February 13, 2019 or on such later date as the Court may determine.
- 16. The Successful Bidder or the Backup Bidder, as the case may be, may determine to exclude any executory contract or unexpired lease from the list of Purchased Assets to be assumed and sold or assigned at any time prior to the closing of the sale of the Purchased Assets. The non-debtor party or parties to any such excluded contract or lease will be notified of such exclusion by written notice mailed within five (5) business days following the closing of the sale of the Purchased Assets.
- 17. To the extent that a Cure Amount/Assignment Objection remains unresolved as of the Bid Deadline, and the Bankruptcy Court subsequently determines that the Cure Amount for the subject Assigned Contract is greater than that set forth in the Cure Amounts identified in the Notice of Assumption and Assignment, the Successful Bidder may elect to reclassify such Assigned Contract as an Excluded Contract at any time prior to the earlier to occur of the closing

of the sale of Purchased Assets or the day that is five (5) business days following such determination by the Bankruptcy Court.

- 18. Immediately following the conclusion of the Auction for the Purchased Assets, Alliance shall serve (i) a notice identifying the Successful Bidder and Backup Bidder, and (ii) financial information concerning the Successful Bidder's and Backup Bidder's ability to provide adequate assurance of future performance of such Assigned Contracts, to the non-debtor parties to the Assigned Contracts that have been identified as Purchased Assets to be sold and/or assigned in connection with such Successful Bid and Backup Bid. The non-debtor parties to the Assigned Contracts will have until 12:00 p.m. (prevailing Eastern Time) on February 12, 2019 (the "Adequate Assurance Objection Deadline") to file a written objection to the assumption, assignment and/or transfer of such Assigned Contract solely on the issue of whether the Successful Bidder and/or Backup Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code. Any such objections shall be heard at the Sale Hearing.
- 19. No later than 12:00 p.m. (prevailing Eastern Time) on February 11, 2019, Alliance shall file with the Court a Report setting forth a summary of the Auction Sale, if held, the marketing efforts undertaken by Alliance with respect to the Purchased Assets and the proposed allocation of the sale proceeds
- 20. Any objections to the sale of the Purchased Assets, or to the balance of the relief requested in the Motion and not granted in this Bidding Procedures Order, must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Clerk of the Bankruptcy Court for the Northern District of New York, on or before 12:00 p.m. (prevailing Eastern Time) on February 12, 2019; and (d) be served so as to be received on the

same day, upon (i) counsel for Alliance; (ii) counsel for Purchaser; (iii) the Office of the United States Trustee for the Northern District of New York; (iv) counsel for HSBC Bank; and (v) counsel to the Committee appointed in these cases. All objections must state with specificity the nature of such objection and will be heard by the Court at the Sale Hearing. All objections to the sale of the Purchased Assets previously filed with this Court, and not resolved in this Order, are preserved until the Sale Hearing.

- 21. The Sale Hearing may be adjourned, from time to time, without further notice to creditors or other parties in interest other than by announcement of said adjournment before this Court or on this Court's calendar on the date scheduled for said hearing.
- the right as it may reasonably determine to be in the best interests of its estate, in consultation with HSBC Bank and the Committee, subject to conformity with the Bidding Procedures to: (a) determine which bidders are Qualified Bidders; (b) determine which bids are Qualified Bids; (c) determine which Qualified Bid is the highest or best proposal and which is the next highest or best proposal; (d) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (iii) contrary to the best interests of Alliance and its estate; (e) remove some of the Purchased Assets from the Auction; (f) waive terms and conditions set forth herein with respect to all potential bidders; (g) impose additional terms and conditions with respect to all potential bidders; (h) extend the deadlines set forth herein; (i) adjourn or cancel the Auction and/or Sale Hearing in open court without further notice; and (j) modify the Bidding Procedures as Alliance, in consultation with HSBC Bank and the Committee, may determine to be in the best interest of its estate or to withdraw the Motion at any time with or without prejudice; provided, that any

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exercise by Alliance of its rights hereunder shall not alter or modify the terms of the Purchase Agreement, including its stated conditions for Purchaser to close.

- 23. Alliance is hereby authorized to take such steps and incur and pay such expenditures as may be necessary or appropriate to effectuate the terms of this Bidding Procedures Order, subject to and in accordance with the terms of the Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing on a Super-Priority, Senior Secured Basis and (B) Use Cash Collateral, (II) Granting (A) Liens and Super-Priority Claims and (B) Adequate Protection to Certain Prepetition Lenders, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief and any supplemental interim or final orders entered with respect thereto.
- 24. The stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and this Bidding Procedures Order shall be effective immediately upon its entry.
- 25. This Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order.

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Schedule 1

Bidding Procedures

UNITED STATES BANKRUPTCY CO	OURT		
NORTHERN DISTRICT OF NEW YO	RK		
)	
In re:)	
)	Case Nos.
CENTERSTONE LINEN SERVICES,	LLC,)	18-31754 (main case)
ATLAS HEALTH CARE LINEN SERV	VICES CO., LLC,)	18-31753
ALLIANCE LAUNDRY & TEXTILE S	SERVICE, LLC,)	18-31755
ALLIANCE LAUNDRY AND TEXTII	LE SERVICE OF)	18-31756
ATLANTA, LLC, and)	
ALLIANCE LTS WINCHESTER, LLC)	18-31757
d/b/a Clarus Linen Systems ¹ ,)	
•)	Chapter 11 Cases
	Debtors.)	Jointly Administered
•)	•
		<u> </u>	

BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL ASSETS OF ALLIANCE LAUNDRY & TEXTILE SERVICES, LLC, d/b/a CLARUS LINEN SYSTEMS

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the proposed sale (the "Proposed Sale") of substantially all of the assets (the "Purchased Assets") owned by debtor Alliance Laundry & Textile Services, LLC, d/b/a Clarus Linen Systems ("Alliance"). The Proposed Sale is subject to competitive bidding as set forth herein and approval by the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") pursuant to sections 105, 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure. All capitalized terms shall have the meanings ascribed to them in that certain Asset Purchase Agreement between Alliance and Crown Health Care Laundry Services, LLC (the "Purchase Agreement") dated December 19, 2018 (the "Execution Date"), approved by the Court in connection with the Proposed Sale or the Sale Motion (as defined herein).

On December 21, 2018, Alliance filed the Motion by Debtor Alliance Laundry & Textile Services, LLC, d/b/a Clarus Linen Systems for Orders (A) (i) Authorizing the Sale of Substantially All of Alliance's Assets, Free and Clear of All Liens, Claims, Interests and Encumbrances, Subject to the Terms of the Asset Purchase Agreement and Subject to Higher

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Centerstone Linen Services, LLC d/b/a Clarus Linen Systems (5594) ("Centerstone"); Atlas Health Care Linen Services Co., LLC d/b/a Clarus Linen Systems (2681) ("Atlas"); Alliance Laundry & Textile Service, LLC d/b/a Clarus Linen Systems (8284) ("Alliance"); Alliance Laundry and Textile Service of Atlanta, LLC d/b/a Clarus Linen Systems (4065) ("Atlanta"); and Alliance LTS Winchester, LLC d/b/a Clarus Linen Systems (0892) ("Winchester").

and/or Better Offers; (ii) Authorizing and Approving the Form of a Certain Asset Purchase Agreement with Crown Health Care Laundry Services, LLC; and (iii) Authorizing Alliance to Consummate all Transactions Related to the Proposed Sale; (B) Approving Bidding Procedures and Other Related Relief; and (C) Authorizing Alliance to Assume Certain Executory Contracts and Unexpired Leases and Assign Such Contracts and Leases to Purchaser Crown Health Care Laundry Services, LLC (the "Sale Motion").

These Bidding Procedures describe, among other things, the Purchased Assets available for sale, the form of bids and the manner in which bidders and bids become qualified, the coordination of diligence efforts among bidders, the conduct of the Auction (as defined herein), the ultimate selection of the Successful Bidder (as defined herein) and the Court's approval thereof (the "Bidding Process"). The Bidding Procedures were developed in consultation with Alliance's professionals. Alliance will continue to consult with its professionals, as well as with its secured creditor, HSBC Bank USA, National Association ("HSBC Bank"), and other parties in interest, throughout the Bidding Process. In the event that Alliance and any such constituents disagree as to the interpretation or application of these Bidding Procedures, the Bankruptcy Court shall have jurisdiction to hear and resolve such dispute.

Purchased Assets to be Sold

The Purchased Assets to be sold include all of Alliance's right, title and interest in, to and under, free and clear of all Liabilities (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances), all of Alliance's assets, properties, rights and interests of any nature whatsoever used in or related to the operation of its business, excluding those assets identified as "Excluded Assets" in Section 1.1(b) of the Purchase Agreement; provided, that notwithstanding the inclusion of the Atlanta PP&E as an Excluded Asset, Alliance shall have the option to designate the Atlanta PP&E as a "Purchased Asset" by delivering written notice to the Notice Parties (hereafter defined) no later than five days prior to the Bid Deadline. Excluded Assets are specifically listed on Appendix 1.1(b) of the Purchase Agreement and include, but are not limited to, Alliance's real estate leases and all other Contracts not specifically designated by the Purchaser as Assigned Contracts pursuant to the terms of the Purchase Agreement. The foregoing summary description of the Purchased Assets and Excluded Assets is provided for the convenience of Potential Bidders and is in all regards qualified by and subject to the terms of the Purchase Agreement.

The "Notice Parties" shall include (i) counsel for Purchaser; (ii) the Office of the United States Trustee for the Northern District of New York; (iii) counsel for HSBC Bank; (iv) counsel to the Official Committee of Unsecured Creditors (the "Committee"); (v) all parties to the Assigned Contracts; (vi) all required governmental agencies; (vii) all persons known or reasonably believed to have asserted any lien, claim encumbrance, right of first refusal or other interest in or upon any of the Purchased Assets, (viii) all parties who have expressed an interest in the Purchased Assets during the past seven months the Purchased Assets have been marketed; and (ix) all entities known by Alliance to have filed a notice of appearance or a request for receipt of chapter 11 notices and pleadings filed in the Chapter 11 Cases.

Alliance shall retain all rights to any Purchased Assets that are not subject to a bid accepted by Alliance and approved by the Bankruptcy Court at the Sale Hearing (as defined herein).

All of the Purchased Assets designated as such by a Successful Bidder will be sold together as one lot. The sale of the Purchased Assets will be conducted on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by Alliance, its agents or Alliance's bankruptcy estate, except to the extent set forth in the Purchase Agreement, as approved by the Bankruptcy Court. Except as otherwise provided in such approved Purchase Agreement or in the Bankruptcy Court's order approving the same, the Purchased Assets shall be sold to the Successful Bidder free and clear of all liens, claims, interests and encumbrances thereon (collectively, the "Liens"), with such Liens, including, but not limited to, those Liens in favor of HSBC Bank, to attach solely to the net proceeds of the sale.

Participation Requirements

In order to participate in the Bidding Process, a person (a "Potential Bidder") must be a "Qualified Bidder." A Qualified Bidder is (A) Crown Health Care Laundry Services, LLC ("Crown"), and (B) HSBC Bank (provided, however, that HSBC Bank shall refrain from credit bidding so long as Crown's offer (as set forth in the Purchase Agreement) remains open and represents, in HSBC Bank's reasonable judgment, the highest or best bid received for the Purchased Assets), and (C) a person or group of persons:

- (a) who has delivered to Alliance an executed confidentiality agreement in form and substance acceptable to Alliance; and
- (b) who has delivered to Alliance on or before the Bid Deadline (defined below): (i) a Qualified Bid (defined below) and (ii) satisfactory evidence of committed financing or current audited financial statements or other form of financial and/or credit-quality disclosures reasonably sufficient to ascertain that the Potential Bidder has the financial wherewithal and liquidity to consummate a transaction pursuant to its Qualified Bid and any subsequent bid that the Potential Bidder may place at the Auction.

Alliance, in consultation with HSBC Bank, shall determine whether a bid qualifies as a "Qualified Bid". To constitute a Qualified Bid, a bid must be a written irrevocable offer from a Qualified Bidder and:

- (a) propose a purchase price to be paid in cash, cash equivalents or readily marketable securities acceptable in the discretion of Alliance;
- (b) propose a purchase price that exceeds Crown's bid, calculated pursuant to the Purchase Price Methodology set forth in Appendix 2.1 of the Purchase Agreement, by (a) the amount of the Breakup Fee (\$120,000), plus (b) \$50,000.00 (the "Initial Qualified Overbid"), as determined by Alliance in consultation with HSBC Bank;
- (c) provide Alliance with a deposit in an amount equal to 10% of its Initial Qualified Overbid (the "Bid Deposit");
- (d) be accompanied by a signed Purchase Agreement, together with a copy marked to show any changes from the form of Purchase Agreement approved by the Court and attached as Exhibit A to the Order approving these Bidding Procedures;

- (e) contain a list of Alliance's executory contracts and unexpired leases with respect to which the Potential Bidder seeks assignment from Alliance and, if the Bid is conditioned on the assumption and assignment of such executory contracts and/or unexpired leases, provide evidence of the Potential Bidder's ability to provide adequate assurance of future performance of such contracts or leases;
- (f) provide satisfactory evidence of committed financing or current audited financial statements or other form of financial and/or credit-quality disclosure reasonably sufficient to ascertain such Potential Bidder's ability to consummate the sale and not be conditioned on obtaining financing or on the outcome of any due diligence;
- (g) not request or entitle the Potential Bidder to any break-up fee, expense reimbursement or similar type of payment;
- (h) fully disclose the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such bid and the complete terms of any such participation;
- (i) be accompanied by a letter from the Potential Bidder stating that (i) the bidder is prepared to enter into and consummate the proposed transaction in accordance with the terms of the Purchase Agreement after approval by the Bankruptcy Court of the Sale Order, subject to receipt of any applicable governmental or regulatory approval, (ii) the Potential Bidder will make all necessary federal, state or local filings, pay all costs and expenses associated with such filings (including the costs and expenses of Alliance), and (iii) such Potential Bidder's offer is irrevocable until the date that is twenty (20) days after the conclusion of the Sale Hearing with respect to the Purchased Assets unless such bidder is the Backup Bidder, and then the offer shall remain irrevocable until the closing of the sale of the Purchased Assets; and
- (j) be delivered to counsel for Alliance, HSBC Bank and the Committee on or before the Bid Deadline.

As promptly as practicable after a Potential Bidder delivers a bid, Alliance shall determine, in consultation with HSBC Bank and the Committee, and shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Bidder with respect to the Purchased Assets. Alliance may waive any requirements for Qualified Bidders or Qualified Bids.

Bid Deadline

A Potential Bidder that desires to make a bid shall deliver (i) written and electronic copies of its bid and (ii) its Bid Deposit so that they are actually received not later than 12:00 noon (prevailing Eastern Time) on February 4, 2019 (the "Bid Deadline") by (i) Alliance's counsel, Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse, New York 13202 (Attn: Stephen A. Donato, Esq., sdonato@bsk.com and Camille W. Hill, Esq., chill@bsk.com); (ii) HSBC Bank's counsel, Phillips Lytle LLP, One Canalside, 125 Main Street, Buffalo, New York 14203-2887 (Attn: William J. Brown, Esq., wbrown@phillipslytle.com and Angela Z. Miller, Esq., amiller@phillipslytle.com); and (iii) the Committee's counsel, CKR Law LLP,

1330 Avenue of the Americas, 14th Floor, New York, New York 10019 (Attn: David M. Banker, Esq., <u>dbanker@ckrlaw.com</u> and Gilbert R. Saydah, Jr., Esq., <u>gsaydah@ckrlaw.com</u>). Alliance may extend the Bid Deadline once or successively, but is not obligated to do so. If the Bid Deadline is extended, Alliance shall promptly notify all known Potential Bidders of such extension.

Due Diligence

Upon a Potential Bidder's execution of a confidentiality agreement in form and substance approved by Alliance, each Potential Bidder shall be afforded reasonable due diligence access with respect to the Purchased Assets prior to the Bid Deadline (the "Due Diligence Period"). Neither Alliance nor its representatives shall be obligated to furnish any information of any kind whatsoever relating to the Purchased Assets at any time prior to or after the Due Diligence Period. Due diligence access may include access to Alliance's online data room, management presentations as may be scheduled by Alliance, on-site inspections of the Purchased Assets and such other matters which a Potential Bidder may request and as to which Alliance may agree. Alliance will designate employees or other representatives to coordinate reasonable requests for additional information and due diligence access from Potential Bidders. Alliance may, in its discretion, coordinate diligence efforts such that multiple Potential Bidders have simultaneous access to due diligence materials and/or simultaneous attendance at management presentations or site inspections. Potential Bidders are advised to exercise their own discretion before relying on any information regarding the Purchased Assets provided by anyone other than Alliance or its representatives.

Each Potential Bidder shall comply with all reasonable requests for additional information by Alliance or its advisors regarding such Potential Bidder's financial wherewithal to consummate and perform obligations in connection with the Sale. Failure by the Potential Bidder to comply with requests for additional information may be a basis for Alliance to determine, in consultation with HSBC Bank and the Committee, that a bid made by the Potential Bidder is not a Qualified Bid.

By participating in the Auction, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to inspect and examine the Purchased Assets and to conduct any and all due diligence regarding the Purchased Assets prior to submitting its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets, or the completeness of any information provided in connection with the Bidding Process except as expressly stated in the relevant Purchase Agreement submitted with its Qualified Bid.

Auction

If two or more Qualified Bids with respect to the Purchased Assets have been received on or prior to the Bid Deadline, Alliance shall conduct an auction (the "Auction") with respect to the Purchased Assets. Only Qualified Bidders who timely submit a Qualified Bid will be eligible to participate in the Auction. Notwithstanding the foregoing, an authorized representative of and counsel for HSBC Bank may attend the Auction. The Auction shall take place on **February 7**,

2019, at 10:00 a.m. (prevailing Eastern Time) at the offices of Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse, New York 13202, or at such other time and place as Alliance may notify all Qualified Bidders and parties in interest. Alliance shall provide copies of all Qualified Bids to counsel for HSBC Bank, the Office of the United States Trustee for the Northern District of New York, counsel for the Committee, and all other Qualified Bidders at least one (1) business day prior to the Auction.

At the commencement of the Auction, Alliance's representatives will announce the highest or otherwise best bid for the Purchased Assets (the "Starting Qualified Bid"), determined in consultation with HSBC Bank, and the overall consideration value ascribed to such bid (the "Bid Value"). Each Qualified Bidder present at the Auction will be permitted to increase its Initial Qualified Overbid by at least Fifty Thousand Dollars (\$50,000.00) (a "Qualified Overbid"); provided, that Crown shall have the right, but not the obligation, in its sole and absolute discretion, to match Qualified Overbids made by any other Qualified Bidder (the "Matching Rights"). All subsequent bids must be in Bidding Increments of at least \$50,000.00. During the course of the Auction, Alliance, in consultation with HSBC Bank and the Committee, will inform the participants which Qualified Overbid reflects the then-highest or otherwise best offer for the Purchased Assets and the Bid Value ascribed thereto. Other than bids of Crown made pursuant to its Matching Rights, Alliance shall not consider any subsequent bid received at the Auction unless the Bid Value of such bid exceeds the Bid Value of the Starting Qualified Bid or the then-highest Qualified Overbid by the Bidding Increment.

The Auction may be adjourned from time to time by Alliance, but it shall not be concluded until each Qualified Bidder has had an opportunity to submit a Qualified Overbid with knowledge of the Bid Value ascribed to the Starting Qualified Bid or the then-highest Qualified Overbid, as applicable, or match, in the case of Crown, the Starting Qualified Bid or the then-highest Qualified Overbid, as applicable.

At the conclusion of the Auction, Alliance will announce the Qualified Bid which it deems, in consultation with HSBC Bank and the Committee, to represent the highest or otherwise best bid for the Purchased Assets (such bid being the "Successful Bid" and the Qualified Bidder submitting such bid, the "Successful Bidder") and the next highest or otherwise best bid (the "Backup Bid" and the party submitting such bid, the "Backup Bidder"). The Backup Bid shall remain in full force and effect until the closing of the Sale of the Purchased Assets to the Successful Bidder. Alliance shall require, as a condition precedent to declaring any bid the Successful Bid or the Backup Bid, that the Bid Deposits of the Successful Bidder and Backup Bidder be retained by Alliance pending the closing of the sale of the Purchased Assets. Any Bid Deposit not applied in satisfaction of the obligations of the Successful Bidder or Backup Bidder in connection with their respective bids shall be returned not later than five (5) business days following the closing of the sale of the Purchased Assets.

The Sale Hearing

A hearing to approve the Proposed Sale (the "Sale Hearing") is presently scheduled to take place on **February 13, 2019 at 12:00 p.m.** (prevailing Eastern Time) before the Honorable Margaret Cangilos-Ruiz, Chief United States Bankruptcy Judge, United States Bankruptcy Court for the Northern District of New York, United States Courthouse, James Hanley Federal Building, 100 South Clinton Street, Syracuse, New York. At the Sale Hearing,

Alliance will seek entry of an order in form and content acceptable to HSBC Bank and the Committee, among other things, designating the Successful Bidder and the Backup Bidder, authorizing and approving the sale of the Purchased Assets to the Successful Bidder, as determined by Alliance in consultation with HSBC Bank and the Committee and in accordance with the Bidding Procedures, pursuant to the terms and conditions set forth in the relevant Purchase Agreement submitted by the Successful Bidder (the "Sale Order"). The Sale Hearing may be adjourned or rescheduled without notice other than by an announcement of the adjourned date in open court at the Sale Hearing.

Any objections to the sale of the Purchased Assets must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Clerk of the Bankruptcy Court for the Northern District of New York, on or before 12:00 p.m. (prevailing Eastern Time) on February 12, 2019; and (d) be served so as to be received by the deadline, upon (i) counsel for Alliance; (ii) counsel for Purchaser; (iii) the Office of the United States Trustee for the Northern District of New York; (iv) counsel for HSBC Bank; and (v) counsel to the Committee. All objections must state with specificity the nature of such objection and will be heard by the Court at the Sale Hearing.

Following entry of the Sale Order, if the Successful Bidder fails to consummate an approved sale, the Backup Bid shall be deemed to be the Successful Bid with respect to the Purchased Assets and Alliance shall effectuate the sale of Purchased Assets to the Backup Bidder without further order of the Bankruptcy Court, and the Bid Deposit of the non-closing Successful Bidder shall be forfeited, if the failure to close is the result of a breach or failure to perform on the part of the Successful Bidder. Alliance shall retain all rights to the Purchased Assets that are not subject to a bid accepted by Alliance and approved by the Bankruptcy Court. If an Auction is held, Alliance shall be deemed to have accepted a Qualified Bid only when (i) such bid is declared the Successful Bid (or the Backup Bid) at the Auction, (ii) definitive documentation has been executed in respect thereof, and (iii) the Bankruptcy Court has entered the Sale Order.

Sale Closing

The closing of the Sale of the Purchased Assets to the Successful Bidder (or Backup Bidder) shall occur (i) no later than sixty (60) days from the Execution Date of the Purchase Agreement executed by Crown if Crown is the deemed the Successful Bidder, or (ii) within ten (10) business days following the entry of the Sale Order if a party other than Crown is deemed the Successful Bidder (or Backup Bidder), or (iii) such other later date as is mutually agreed by Alliance, HSBC Bank, and the Successful Bidder (or Backup Bidder) in a writing dated prior to the otherwise-required Closing date.

Reservation of Rights

Alliance reserves all rights, after consultation with HSBC Bank and the Committee, to terminate the Bidding Process at any time if Alliance determines, in its business judgment, that the Bidding Process will not maximize the value of the Purchased Assets. In addition, Alliance reserves all rights not to submit any bid which is not acceptable to Alliance, HSBC Bank and the Committee for approval to the Bankruptcy Court. Alliance shall further have the right to amend the rules set forth herein for the Bidding Process or impose such other terms and conditions for the Bidding Process which Alliance determines, in its business judgment is necessary to fulfill its

fiduciary duties, provided that such modifications are not inconsistent with any Bankruptcy Court order or unacceptable to HSBC Bank and the Committee; however, Alliance recognizes that a material modification may, under the Purchase Agreement, relieve Crown of any obligation to proceed with the Auction or, if it is the Successful Bidder, to close the sale of the Purchased Assets, and Crown's ability to terminate the Purchase Agreement in accordance with its terms is fully preserved. Without limiting the generality of the foregoing, Alliance may reject at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in Alliance's discretion, and in consultation with HSBC Bank and the Committee, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of Alliance, its estate and creditors.

Schedule 2

Notice of Auction and Sale Hearing

UNITED STATES BANKRUPTCY COURT		
NORTHERN DISTRICT OF NEW YORK		
)	
In re:	,)	
	,)	Case Nos.
CENTERSTONE LINEN SERVICES, LLC,	,)	18-31754 (main case)
ATLAS HEALTH CARE LINEN SERVICES	CO., LLC,	18-31753
ALLIANCE LAUNDRY & TEXTILE SERVI	CE, LLC,	18-31755
ALLIANCE LAUNDRY AND TEXTILE SEE	RVICE OF)	18-31756
ATLANTA, LLC, and	,)	
ALLIANCE LTS WINCHESTER, LLC)	18-31757
d/b/a Clarus Linen Systems ¹ ,)	
,)	Chapter 11 Cases
D	ebtors.	Jointly Administered
	ý	•
)	

NOTICE OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On December 21, 2018, debtor Alliance Laundry & Textile Service, LLC, d/b/a Clarus Linen Systems ("Alliance") filed the Motion by Debtor Alliance Laundry & Textile Service, LLC d/b/a Clarus Linen Systems for Orders (A) (i) Authorizing the Sale of Substantially All of Alliance's Assets, Free and Clear of All Liens, Claims, Interests and Encumbrances, Subject to the Terms of the Asset Purchase Agreement and Subject to Higher and/or Better Offers; (ii) Authorizing and Approving the Form of a Certain Asset Purchase Agreement with Crown Health Care Laundry Services, LLC; and (iii) Authorizing Alliance to Consummate all Transactions Related to the Proposed Sale; (B) Approving Bidding Procedures and Other Related Relief; and (C) Authorizing Alliance to Assume Certain Executory Contracts and Unexpired Leases and Assign Such Contracts and Leases to Purchaser Crown Health Care Laundry Services, LLC (the "Sale Motion").²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Centerstone Linen Services, LLC d/b/a Clarus Linen Systems (5594) ("Centerstone"); Atlas Health Care Linen Services Co., LLC d/b/a Clarus Linen Systems (2681) ("Atlas"); Alliance Laundry & Textile Service, LLC d/b/a Clarus Linen Systems (8284) ("Alliance"); Alliance Laundry and Textile Service of Atlanta, LLC d/b/a Clarus Linen Systems (4065) ("Atlanta"); and Alliance LTS Winchester, LLC d/b/a Clarus Linen Systems (0892) ("Winchester").

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion and/or the Bidding Procedures Order, as applicable.

- 2. Alliance is seeking to sell substantially all of its assets (the "Purchased Assets") to the Successful Bidder or Backup Bidder.³ Approval of the sale of Purchased Assets to either the Successful Bidder or Backup Bidder may result in, among other things, the assumption, assignment and/or transfer by Alliance of certain executory contracts and leases (the "Assigned Contracts"). If you are a party to an Assigned Contract with Alliance, you will receive a separate notice that contains relevant dates and other information that may impact you as a party to an Assigned Contract.
- On January _____, 2019, the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order approving bidding procedures and granting other relief related to Alliance's proposed sale (the "Bidding Procedures Order"). The Bidding Procedures approved by the Court are attached as Schedule 1 to the Bidding Procedures Order. Pursuant to the Bidding Procedures Order, if Alliance receives more than one Qualified Bid for the Purchased Assets, an Auction for the Purchased Assets shall take place on February 7, 2019, at 10:00 a.m. (prevailing Eastern Time) at the offices of Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse, New York. Only parties that have submitted a Qualified Bid in accordance with the Bidding Procedures by no later than February 4, 2019 at 12:00 p.m. (prevailing Eastern Time) (the "Bid Deadline") may participate at the Auction. Any party that wishes to take part in this process and submit a bid for the Purchased Assets must submit its competing bid prior to the Bid Deadline and in accordance with the Bidding Procedures.
- 4. The Sale Hearing to consider approval of the sale of the Purchased Assets to the Successful Bidder or Backup Bidder, free and clear of all liens, claims and encumbrances, will be held before the Honorable Margaret Cangilos-Ruiz, Chief United States Bankruptcy Judge for the Northern District of New York, or such other judge as may be sitting in her stead in the United States Courthouse, James Hanley Federal Building, 100 South Clinton Street, Syracuse, New York on February 13, 2019 at 12:00 p.m. (prevailing Eastern Time), or at such other time thereafter as counsel may be heard. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.
- 5. Objections, if any, to the sale, or the relief requested in the Sale Motion (other than with respect to the assumption and assignment of the Assigned Contracts which are the subject of a separate notice) must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the clerk of the Bankruptcy Court for the Northern District of New York, on or before **February 12, 2019**; and (d) be served so as to be received no later than 12:00 p.m. (prevailing Eastern Time) on the same day, upon (i) counsel to Alliance; (ii) the Office of the United States Trustee for the Western District of New York (iii) counsel to Purchaser; (iv) counsel for HSBC Bank USA, National Association; and (v) counsel to any committee(s) appointed in these cases. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE

³ The Sale Motion identifies Crown Health Care Laundry Services, LLC ("Crown") as the "stalking horse" bidder and attaches a copy of an Asset Purchase Agreement between Alliance and Crown contemplating a sale of the Purchased Assets to Crown.

BANKRUPTCY COURT AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE SALE MOTION WITHOUT FURTHER HEARING OR NOTICE.

6. This notice is subject to the fuller terms and conditions of the Sale Motion, the Bidding Procedures Order, and the Bidding Procedures, which shall control in the event of any conflict and Alliance encourages parties in interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Purchased Assets or obtaining a copy of any of the foregoing documents may make a written request to counsel for the Debtors, Bond Schoeneck & King, PLLC, One Lincoln Center, Syracuse, New York, 13202, Attn: Stephen A. Donato, Esq. and Camille W. Hill, Esq. In addition, copies of the Sale Motion, the Bidding Procedures Order, the Bidding Procedures and this Notice can be found on the Bankruptcy Court's electronic case management website, http://ecf.nynb.uscourts.gov and are on file with the Clerk of the Bankruptcy Court.

Dated: January ____, 2019 Syracuse, New York

BOND, SCHOENECK & KING, PLLC

By:

Stephen A. Donato, Bar Roll No. 101522 Camille W. Hill, Bar Roll No. 501876 Office and Post Office Address: One Lincoln Center Syracuse, New York 13202

Tel: (315) 218-8000 Fax: (315) 218-8100 Email: sdonato@bsk.com chill@bsk.com

Proposed Counsel to the Debtors and Debtors in Possession

Schedule 3

Notice of Assumption and Assignment

UNITED STATES BANKRUPTCY COURT	
NORTHERN DISTRICT OF NEW YORK	
)
In re:)
) Case Nos.
CENTERSTONE LINEN SERVICES, LLC,) 18-31754 (main case)
ATLAS HEALTH CARE LINEN SERVICES CO., LI	LC,) 18-31753
ALLIANCE LAUNDRY & TEXTILE SERVICE, LLO	C,) 18-31755
ALLIANCE LAUNDRY AND TEXTILE SERVICE (OF) 18-31756
ATLANTA, LLC, and)
ALLIANCE LTS WINCHESTER, LLC) 18-31757
d/b/a Clarus Linen Systems ¹ ,)
) Chapter 11 Cases
Debtors.) Jointly Administered
)
)

NOTICE OF ASSUMPTION AND ASSIGNMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

- 1. On January _____, 2019, the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order (the "Bidding Procedures Order"), approving, among other things, the fixing of cure amounts (the "Cure Amounts") related to the potential assumption, assignment and/or transfer by Alliance Laundry & Textile Services, LLC, d/b/a Clarus Linen Systems ("Alliance") of certain executory contracts, unexpired leases, and other agreements (the "Assigned Contracts") listed on Exhibit A annexed hereto in connection with the proposed sale of certain of Alliance's assets (the "Purchased Assets"). Alliance intends to assume, assign, and/or transfer some or all of the Assigned Contracts to the Successful Bidder or Backup Bidder for the Purchased Assets as determined pursuant to the bidding procedures (the "Bidding Procedures") approved by the Bankruptcy Court and attached to the Bidding Procedures Order as Schedule 1.
- 2. Alliance believes that any and all defaults (other than the filing of these Chapter 11 Cases) and actual pecuniary losses under the Assigned Contracts can be cured by the payment of the Cure Amounts listed on **Exhibit A** annexed hereto.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Centerstone Linen Services, LLC d/b/a Clarus Linen Systems (5594) ("Centerstone"); Atlas Health Care Linen Services Co., LLC d/b/a Clarus Linen Systems (2681) ("Atlas"); Alliance Laundry & Textile Service, LLC d/b/a Clarus Linen Systems (8284) ("Alliance"); Alliance Laundry and Textile Service of Atlanta, LLC d/b/a Clarus Linen Systems (4065) ("Atlanta"); and Alliance LTS Winchester, LLC d/b/a Clarus Linen Systems (0892) ("Winchester").

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

- 3. Any objections to (i) the assumption, assignment or transfer of an Assigned Contract, or (ii) the amount asserted as the Cure Amount (each, a "Cure Amount/Assignment Objection"), must be in writing and set forth with specificity the nature of the objection and the cure amount that the objecting party believes should be paid in connection with the assumption of the Assigned Contract (the "Claimed Cure Amount"). In addition, if Alliance identifies additional Assigned Contracts that might be assumed by Alliance and assigned to the Successful Bidder or Backup Bidder which are not set forth in this Notice of Assumption and Assignment, Alliance shall promptly send a supplemental notice (a "Supplemental Notice of Assumption and Assignment") to the applicable counterparties to such additional Assigned Contracts.
- 4. To be considered a timely Cure Amount/Assignment Objection, a Cure Amount/Assignment Objection must be filed with the Bankruptcy Court and served upon (i) counsel to Alliance; (ii) the Office of the United States Trustee for the Northern District of New York; (iii) counsel for HSBC Bank; (iv) counsel to Purchaser; and (v) counsel to the Official Committee of Unsecured Creditors, by the later of (a) 4:00 p.m. (prevailing Eastern time) on February 6, 2019 or (b) five (5) days after service of the relevant Supplemental Notice of Assumption and Assignment.
- 5. If a Cure Amount/Assignment Objection is timely filed, Alliance may resolve any Cure Amount/Assignment Objection by mutual agreement with the objecting counterparty to any Assigned Contract without further order of the Court. Alliance may also file a written response to the Cure Amount/Assignment Objection with the Bankruptcy Court no later than 4:00 p.m. (prevailing Eastern time) on February 8, 2019. In the event that Alliance and any objecting party are unable to consensually resolve any Cure Amount/Assignment Objection, the Bankruptcy Court will resolve any such Cure Amount/Assignment Objection at a hearing to be held at 12:00 p.m. (prevailing Eastern time) on February 13, 2019 or such later date as the Court may determine.
- 6. Unless a Cure Amount/Assignment Objection is timely filed and served, the assumption, assignment and/or transfer of the Assigned Contracts may proceed without further notice to counterparties to the Assigned Contracts.
- 7. Parties that fail to file and serve timely Cure Amount/Assignment Objections shall be deemed to have waived and released any and all rights to assert against Alliance, the Successful Bidder or Backup Bidder cure amounts different from the Cure Amounts listed on **Exhibit A** hereto and shall be forever barred and estopped from asserting or claiming against Alliance, the Successful Bidder or Backup Bidder, or any assignee of any Assigned Contract that any additional amounts are due or defaults exist, or prohibitions or conditions to assignment exist or must be satisfied, under such Assigned Contract.
- 8. To the extent that a Cure Amount/Assignment Objection remains unresolved as of the Bid Deadline, and the Bankruptcy Court subsequently determines that the Cure Amount for the subject Assigned Contract is greater than that set forth in the Cure Amounts identified on **Exhibit A** hereto, the Successful Bidder may elect to reclassify such Assigned Contract as an Excluded Agreement at any time prior to the earlier to occur of the Closing or the day that is five (5) business days following such determination by the Bankruptcy Court.

- 9. The Successful Bidder or the Backup Bidder, as the case may be, may determine to exclude any Assigned Contract from the Purchased Assets to be assumed and sold or assigned at any time prior to the Sale Hearing. The non-debtor party or parties to any such excluded contract or lease will be notified of such exclusion by written notice mailed within three (3) business days following the conclusion of the Sale Hearing.
- 10. If no Cure Amounts are due under an Assigned Contract, or the non-debtor party to the Assigned Contract does not otherwise object to Alliance's assumption, assignment and/or transfer of the Assigned Contract, no further action needs to be taken on the part of that non-debtor party.
- 11. Alliance's decision to sell, assign and/or transfer to the Successful Bidder or Backup Bidder the Assigned Contracts is subject to Bankruptcy Court approval and the closing of the sale of the Purchased Assets. Accordingly, absent such closing, none of the Assigned Contracts shall be deemed to be assumed, sold, assigned and/or transferred, and shall in all respects be subject to further administration under the Bankruptcy Code. The inclusion of any document on the list of Assigned Contracts shall not constitute or be deemed to be a determination or admission that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).
- 12. This notice is subject to the fuller terms and conditions of the Bidding Procedures Order which shall control in the event of any conflict and Alliance encourages parties in interest to review that document in its entirety. Parties interested in receiving more information regarding the sale of the Purchased Assets or obtaining a copy of the Bidding Procedures Order may make a written request to counsel to the Debtors. In addition, copies of the Bidding Procedures Order and this notice can be found on the Bankruptcy Court's electronic case management website, http://ecf.nywb.uscourts.gov and are on file with the Clerk of the Bankruptcy Court.

Dated: January _____, 2019 Syracuse, New York

BOND, SCHOENECK & KING, PLLC

By:

Stephen A. Donato, Bar Roll No. 101522 Camille W. Hill, Bar Roll No. 501876 Office and Post Office Address: One Lincoln Center Syracuse, New York 13202

Tel: (315) 218-8000 Fax: (315) 218-8100 Email: sdonato@bsk.com chill@bsk.com

Proposed Counsel to the Debtors and Debtors in

Possession

Exhibit A

To Notice of Assumption and Assignment

[Assigned Contracts]

APPENDIX 1.1(a)

Purchased Assets

- (a) the Inventory;
- (b) all fixtures, machinery, equipment, fixed assets, furniture, tools, maintenance equipment, mobile equipment, electrical, mechanical, electronic, computers software, telecommunications, servers and other equipment and fixed assets of every kind located at the Spartanburg Facility and the Albany Facility.
 - (c) the Seller Intellectual Property;
 - (d) the Seller Permits, except the Seller Permits applicable to the Atlanta Facility;
 - (e) all goodwill associated with the Business or the Purchased Assets;
 - (f) all Books and Records associated with the Purchased Assets;
- (g) all rights of Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, service providers and contractors other than any warranties, representations and guarantees pertaining to any Excluded Assets;
- (h) all rights to payment under insurance policies in connection with any loss or damage associated with any Purchased Asset; and
- (i) all other assets of every kind and nature (tangible or intangible, known or unknown, liquidated or unliquidated) located at the Spartanburg Facility and Albany Facility or used or useful in conjunction with the operation of those facilities and not specifically included in the definition of Excluded Assets.

APPENDIX 1.1(b)

Excluded Assets

- 1. The Excluded Agreements, including, without limitation, the following Contracts:
 - (a) Linen Service Agreement with Board of Regents of the University System of Georgia on behalf of the Georgia State University-Georgia State University Student Health Clinic dated July 1, 2018;
 - (b) Linen Service Agreement with Hospice of the UpstatLine, Inc. dated January 15, 2016;
 - (c) Contract with United States of America for linen services at Martin Army Community Hospital, Fort Benning Georgia dated September 13, 2016, Modified as of December 14, 2017;
 - (d) Linen Service Agreement with Mary Black Health System LLC dated July 17, 2013;
 - (e) Contract with United States of America for linen services at Moncrief Army Health Clinic, Fort Jackson, South Carolina dated May 1, 2018;
 - (f) Contract with United States of America for linen services at Moody Air Force Base, Georgia dated October 1, 2018;
 - (g) Laundry Service Agreement dated September 1, 2103 and Participating Hospital Agreement dated October 8, 2913 with Northeast Georgia Hospital System;
 - (h) Linen Service Agreement with Regional Medical Center of Orangeburg and Calhoun Counties d/b/a Regional Medical Center dated August 1, 2018;
 - (i) Cooperative Agreement with Industry with Wiregrass Rehabilitation Center, Inc. dated April 5, 2017;
 - (j) Linen Service Agreement with Wellstar Health System, Inc. dated April 1, 2016;
 - (k) Service Agreement with Summit Orthopaedic Surgery Center dated March 1, 2011;
 - (l) Contract No. VA247-17-D-0138 with United States of America for linen service to the Veterans Administration, Augusta, Georgia dated August 1, 2017;

- (m) Contact No. W81K00-14-C-0096 with the United States of America for linen service at Martin Army Community Hospital, Fort Benning, Georgia dated October 1, 2014;
- (n) Contract 1, No. W91YTZ-17-P-0286 with the United States of America for linen service at Moncrief Army Health Clinic, Fort Jackson, South Carolina dated May 1, 2017;
- (o) Contract No. FA4830-16-C-0007 with the United States of America for linen service at Moody Air Force Base Clinic, Georgia dated October 1, 2016; and
- (p) Contract No. W91YTZ-19-P-0014 with the United States of America for linen service at Moncrief Army Health Clinic, Fort Jackson, South Carolina dated November 1, 2018;
- 2. Cash and cash equivalents (whether on hand or in banks);
- 3. Seller's trade receivables and other accounts and notes receivable;
- 4. Stocks, bonds or other securities of Seller;
- 5. All employee benefit plans of any kind and nature whatsoever;
- 6. Any non-transferrable Permits;
- 7. Insurance policies;
- 8. The following pre-paid expenditures and security deposits (together with any right to refunds thereof):
 - (a) 2018 sales tax estimate in the amount of \$5,480.09 paid to the Georgia Department of Revenue;
 - (b) Accrued expenses of \$13,632.45 paid to the Cities of Spartanburg, Anderson, and Greenville for 2018 business licenses; and
 - (c) Security deposit of \$42,500 paid pursuant to the Atlanta Lease.
- 9. Any rights to refunds from any insurance policies;
- 10. All rights to or claims for refunds, overpayments or rebates of taxes;
- 11. All actions arising under chapter 5 of the Bankruptcy Code with respect to the Purchased Assets;
- 12. the Atlanta Lease;
- 13. the Seller Permits applicable to the Atlanta Facility;

- 14. the Atlanta PP&E (subject to Seller's option in Section 1.1(c));
- 15. Personnel, business and other records that Seller is required by law to retain in its possession, or which relate to any avoidance actions under the Bankruptcy Code, and all corporate seals, minute books, charter documents, membership transfer records, record books, original tax and financial records and such other files, books and records relating to the Excluded Assets or the organization, existence or capitalization of Seller; and
- 16. Seller's rights under the Agreement.

APPENDIX 1.2

Assumed Liabilities

The contractual obligations of Seller under the Assigned Contracts, in each case, solely to the extent any such contractual obligation with respect to any such Assigned Contract relates solely to periods after the Closing and specifically excluding all Liabilities with respect to any such Assigned Contract related to any (a) failure to perform, improper performance, breach, default, or violation under any such Assigned Contract that occurred prior to or in connection with the Closing, (b) breach of warranty, product liability, product recall, product warning, tort, infringement, or violation of Law that occurred prior to or in connection with the Closing, (iii) Action that is based on facts or circumstances existing prior to or at the Closing, or (iv) inaccuracy in, or breach of, any representation, warranty, covenant, agreement, or obligation of Seller in the Agreement.

APPENDIX 1.4(a)

Purchased Contracts

1. Linen Service Agreement with Houston Hospitals, Inc., d/b/a Houston Healthcare dated September 1, 2018.

APPENDIX 1.4(b)

Optional Contracts

- 1. Linen Service Agreement with AnMed Health dated June 17, 2013.
- 2. Partners Cooperative Laundry Service Agreement dated September 1, 2013 and Participating Hospital Agreement dated May 25, 2017 with Archibald Memorial Hospital, Inc.
- 3. Linen Service Agreement with Partners Cooperative, Inc. dated September 1, 2013.
- 4. Linen Service Agreement dated August 1, 2016 and Addendum to Linen Service Agreement dated July 27, 2017 with Phoebe Putney Memorial Hospital, Inc.
- 5. Partners Cooperative Laundry Service Agreement dated September 1, 2013 and Participating Hospital Agreement with Self Regional Healthcare dated March 18, 2016.

APPENDIX 2.1

Purchase Price Methodology

The Purchase Price shall be an amount equal to the sum of the following amounts (each of which is to be determined as of the Closing Date):

- (a) Fifteen percent (15%) of the book value (determined in accordance with GAAP) of the Fixed Assets included in the Purchased Assets, except as to the Fixed Assets at the Spartanburg Facility, which shall be valued at \$2,500,000; plus
- (b) Thirty percent (30%) of the book value (determined in accordance with GAAP) of the Linen Inventory in service as of the Closing and included in the Purchased Assets, subject to inspection satisfactory to Purchaser; plus
- (c) \$651,000 for the Assigned Contracts.

Alliance Laundry & Textile Service, LLC Asset Purchase Agreement With Crown Health Care Laundry Services, LLC

Seller's Disclosure Schedule

Section 4.4

Litigation

- 1. Integra Business Alternatives, LLC v. Alliance Laundry & Textile Service, LLC d/b/a Clarus Linen System, Case No. 18-EV-004982 (State Court, County of Fulton, GA) pending collection action.
- 2. Tamiko Favors v. Centerstone Linen System, LLC d/b/a Clarus Linen System, *et al.*, Case No. 2018-CV-311679 (Superior Court, Fulton County, GA) pending discrimination proceeding.
- 3. Wellstar Health System, Inc. v. Alliance Laundry and Textile Service of Atlanta, LLC d/b/a Clarus Linen Systems, *et al.*, Case No. 17-1-9277-51 (Superior Court, Cobb County, GA) June 2018 judgment.
- 4. Teems Electric Company v. Alliance Laundry & Textile Service, LLC *et al.*, Case No. SUCV2018000984 (Superior Court, Catoosa County, GA) pending collection action.

Section 4.5

Seller Intellectual Property

- 1. Fictitious name: d/b/a Clarus Linen Systems
- 2. Software:

<u>Name</u>	<u>License</u>	Comments
Linen Master	No	Inventory (month to month payment)
Microsoft Products	Yes	
Quickbooks	No	Accounting (annual payment)
SageNext	Yes	QuickBooks Hosting
Proliant	No	HR & Payroll
AVG	Yes	Antivirus
Adobe Acrobat Pro	Yes	Document Creator
FoxIT	Yes	Document/Form Creator
V-Tiger	No	ClaursOnCall CRM
Carbonite	Yes	Support (month to month payment)
Code Two	No	Email Archiving
SonicWall	No	Firewall Licensing & Virus Subscription
MalwareByte	No	Key Machines
TeamViewer	No	Remote Access
Nuance PDF	No	All PCs and servers
Concur	No	Expense Accounting (annual payment)
AttendanceOnDemand	No	Time Clock System (annual payment)

Section 4.6

Seller Permits

- 1. South Carolina Infectious Waste Generator Permit #SC42-20166
- 2. South Carolina Office of Environmental Quality Control, Bureau of Air Quality State Operating Permit #2060-0313
- 3. Spartanburg Sanitary Sewer District Significant Industrial Wastewater Discharge Permit #096; SIC No. (S) 7213
- 4. City of Atlanta, Georgia Industrial Wastewater Discharge Permit No. F229
- 5. City of Albany, Georgia Industrial Pretreatment Permit No. 34
- 6. Business License City of Anderson, South Carolina, Acct. No. 17798
- 7. Business License City of Greenville, South Carolina, License No. 2017-35590
- 8. Business License City of Spartanburg, South Carolina, License No. 00022753
- 9. Business License City of East Point, Georgia, Certif. No. 17-00011971

Section 4.7(a)

Exceptions to Marketable Title

None.

Section 4.7(b)

Fixed Assets

See Attached Lists.

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	WASHROOM	ę	DRYWORK	Group: Drywork 1544/1744/5744 Ironer from Winches BUTTERELY TEMATIC	Tristate fixed assets - 2018 Fill in yellow cells; copy down ft FYE: Month: Asset Asset Proper
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FURNITURE AND 1 1 2 3 4 4 7 7 10	COMPUTERS	92 EPT-116 EPT-157	COMPUTERS Ace	CARTS		EPT-102		Î	298 301	187	164 165	161 162	159 160	156 157	156	8 8					88	282	2 2	S 88	34 CARTS	CARTS Acces: 1550/	Location: EAST POINT	Asset PROJ#	Month:
AUANTIURE AND EXTURES ACCE: \$580/\$790/\$790 1 FEE EAST POINT 2 REFLUX DES 3 OFFICE EQUIMARIEN FAULY DES 4 BULINESS COMPUTERS EQUIMARIEN FAULY DES 5 HACAGULY DES 6 COMMUTERS COMPUTERS HAUT DES 7 PRINTESS COMPUTERS HAUT DES 9 BUSINESS COMPUTERSHUT DES 8 TELEMONA FAULY DES 10 BUSINESS COMPUTERSHUT DES 10 BUSINESS COMPUTERSHUT DES	Balance per G/L Variance	KANDHOLOS FOR LINEN MASTER Kandhelds/carmers Zebra RW 270 Frinters 2- HP Bulness detacop HP Proback Computer HP 58 640 Computer	Balance per G/L Variance St: 1570/1770/5770 Unen Master Schware Project	CARTS	Learning transplans Foot Petal Frent Supple Company Kochange Cart, Model #7001 Yellow 8° Casters (2 rigis, 2 twivel); metal ba Dieverlined haudis Eachange Cart Dieverlined Plassids Eachange Cart Dieverlined Plassids Eachange Cart Dieverlined Plassids	CARTS CARTS Bulk Carts Bunk Carts	exchange Cart, black CARTS CARTS	Flare trucks and faundry hampers Laundry hampers	Utility Cart, Gray Property Mark Exchange carts and laundry hampers Evchange carts and laundry hampers	Bulk Cart Yellow Property Mark Alliance LTS Exchange Cart Grey 8 inch Casters (4)	CART COVERS, NAVY, SHOWER CAP PHEDMONT BULK CART, YELLOW "ALLIANCE LTS" RILLY CART YELLOW	EXCHANGE CART, TAX, 2 SWIVE(/ZRIGID WHEELS EXCHANGE CART, GREY, 8" CASTERS BULK CART, RED	CART COVERS, TAN EXCHANGE CART, GREY 8" CASTERS	CART WITH SEPARATORS BULK CART YELLOW	CARIS EXCHANGE CARI, TAN EXCHANGE CARI, TAN	Bulk Cart, Yellow Property mark Alliance LTS Cart Covers, Tan, Full Front Flap	Tubs Carts	Yellow Bulk Carts w/ Property mark #7001 Yellow Bulk Carts w/ Property Mark #7001 Yellow Bulk Carts w/ Property Mark #7001	Green Cart Covers w/ Property Mark "ACS" Green Exchange Carts w/ Property (#7002-02)	CARTS Yellow Bulk Carts w/ Property Mark (#7001)	CARTS CARTS	CARIS	CARTS	CARTS	CARTS	1750/5750 CARTS	NI.	Property Description	1.00
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Section 4.8(b)

Leasehold Interests in Real Property

- 1. Real Property Lease with ULS Acquisition, LLC dated November 1, 2013 for Spartanburg, South Carolina facility
- 2. Lease for Laundry Facility with Phoebe Putney Memorial Hospital, Inc. dated August 1, 2016 for Albany, Georgia (Tristate) facility
- 3. Lease Agreement with 1631 Willingham BT, LLC dated December 3, 2001 and First Amendment to Lease Agreement dated October 31, 2017 for Atlanta, Georgia (East Point) facility

Section 4.10(a)

Business Employees

See attached list.

Employee Type	Plant	Hire Date	Denastment Name	CCCmame	(d) 1111.	Base Bare - Employee ID	D. Postford	The Location	80
	ļ	3 Gaye, Anni	Clean Processing	Clean Processing	Laundry Operator		Laundry	906	Bi-weekly
	Spartanbur 7/	7/21/2013 Zacharewski, Jacqueline	Drivers	Drivers	Driver		Driver	808	Bi-weekly
	Spartanbur	5/1/2017 Krawczyk, David	Floor Supervision	Floor Supervision	Plant Manager		Plant Manager	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Vasilevich, Mariya	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	808	Bi-weekly
	Spartanbur 1/	1/10/2018 Burgess, Judith	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	Spartanbur 10	10/7/2013 Velasquez, Blanca	Clean Processing	Clean Processing	Laundry Operator	•	Laundry Operator	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Parchuk, Nina	Scrubs /OR Processing	Scrubs/OR Processing	Packer		Packer	806	Bi-weekly
	Spartanbur	5/6/2016 Wilson, Charles	Soil Processing	Soil Processing	Team Lead		Team Lead	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Gutierrez-Rodriguez, Luz	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	Spartanbur 5/	5/30/2018 Kaur, Avinash	Clean Processing	Clean Processing	Laundry Operator	7	Laundry Operator	806	Bi-weekly
	Spartanbur 12/	12/12/2013 Grant, Gerrode	Soil Processing	Soil Processing	Soil Sorter		Soil Sorter	806	Bi-weekly
		1/22/2018 Simmons, Robert	Service	Linen Asset Management	Linen Asset Mgr		Linen Asset Mgr	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Doggett, Sinclair	Drivers	Drivers	Driver		Driver	806	Bi-weekly
	Spartanbur	5/9/2016 Lingerfelt, Gary	Drivers	Drivers	Transportation Manager		Transportation Mgr	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Carrin, John	Drivers	Drivers	Driver	0	Driver	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Hines-Moore, Barbara	Plant Admin	Plant Admin	Operations Administrative Assistant		Ops Admin Assistant	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Wiley, Allen	Drivers	Drivers	Driver		Driver	806	Bi-weekly
	Spartanbur 9/	9/11/2014 Small, Carolyn	Housekeeping	Housekeeping	Janitor		Janitor	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Davis, Freida	Soil Processing	Soil Processing	Soil Sorter		Soil Sorter	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Jones, Kathy	Exchange Cart Processing	Exchange Cart Processing	Load Builder	7	Load Builder	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Morrow, Robin	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	Spartanbur 3/	3/20/2015 Betsill, Anthony	Drivers	Drivers	Driver		Driver	806	Bi-weekly
	Spartanbur 6/	6/24/2013 McCluney, Torrence	Drivers	Drivers	Driver		Driver	806	Bi-weekly
	Spartanbur 10/	10/25/2016 Glenn, Christopher	Drivers	Drivers	Driver		Driver	806	Bi-weekly
	Spartanbur	5/2/2016 Tucker, James	Drivers	Drivers	Driver		Driver	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Dean, Cedrick	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	Spartanbur 7/	7/21/2016 Harden, Benjamin	Drivers	Drivers	Driver		Driver	806	Bi-weekly
	Spartanbur 7/	7/22/2013 Biggerstaff, Christopher	Soil Processing	Soil Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	Ĺ	12/6/2015 Scruggs, Brian	Soil Processing	Soil Processing	Team Lead		Team Lead	806	Bi-weekly
	Spartanbur 4/	4/27/2017 Hall, Tina	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	Spartanbur 2/	2/26/2018 Edwards, Shirley	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	808	Bi-weekly
	Spartanbur	9/6/2016 Ragin, Adam	Soil Processing	Soil Processing	Soil Sorter		Soil Sorter	806	Bi-weekly
	Spartanbur 9	9/17/2018 Bailey, Katie	Housekeeping	Housekeeping	Janitor		Janitor	806	Bi-weekly
	Spartanbur 6/	6/24/2013 Mitchell, Lillie	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	Spartanbur 12/	12/29/2015 Kershaw, Sara	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
		5/17/2017 Roseburgh, Bobby	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	806	Bi-weekly
	L.	9/9/2013 Bridges, Rickshonda	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	808	Bi-weekly
	Spartanbur	9/6/2014 Everheart, Shea	Soil Processing	Soil Processing	Team Lead		Team Lead	806	Bi-weekly
	Spartanbur	7/6/2018 Morrow, Daniel	Clean Processing	Clean Processing	Laundry Operator		Laundry Operator	808	Bi-weekly
-	Spartanbur 7/	7/14/2017 Sims, Jeremy	Soil Processing	Soil Processing	Soil Sorter		Soil Sorter	806	Bi-weekly
	L.,	4/12/2017 House Jr, Carl	Drivers	Drivers	Driver		Driver	806	Bi-weekly

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 | Laundry Operator | Washer Operator | Production Manager | Laundry Operator | Team Lead | Maintenance Manager
 | Driver | Driver | Laundry Operator | Laundry Operator | Laundry Operator | Soil Sorter
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 | 6 Wiggins, Tanzania

 | 8 Cooper, Martin
 | 7 Kennebrew, Ramon | 8 Hornsby, Todd | 6 Ball, Dorothy | 6 Merritte, Annie | 7 Almond, Latosha | 8 Pittman, Gernardric | 6 Arnold, Minnie
 | 8 Moore, Brandon | 6 Coleman, William | 7 Smith, Rossu | 6 Daniel, Mary | 6 Goodson, Sonja | 6 Faircloth, Timothy
 | 8 Smith, Eric | 7 Williams, Phillip | 6 Williams, Kenneth | 8 Leonard Jr, Calvin | 8 Barnes, Tyquashia | 7 Oates, Michael
 | 7 Williams, Cassandra | 8 Johnson, Sonya | 7 Wallace, George | 7 Snell, Shakeita
 | 8 Richardson, Charlotte | 7 Ball, Anthony
 | 8 Tyson, Alyssia | 8 Woodson, Katherine | 5/8/2017 McCray, Paul |
| 6/24/201 | 6/26/201 | 6/24/201. | 8/5/201 | 6/24/201. | 6/24/201 | 10/12/2010 | 8/15/2010 | 12/12/201. | 11/8/201 | 12/5/201.

 | 8/15/2010

 | 7/30/2018
 | 11/6/201 | 4/30/2018 | 10/27/2010 | 8/15/2010 | 9/20/201 | 7/12/2018 | 8/15/2010
 | 11/2/201 | 8/15/2010 | 10/29/201 | 8/15/2010 | 8/15/2010 | 8/15/2010
 | 4/16/201 | 8/1/201 | 9/2/2010 | 10/16/201 | 6/18/201 | 12/18/201
 | 11/27/201 | 5/21/2018 | 10/30/201 | 10/18/201
 | 8/15/201. | 8/7/201
 | 7/31/201. | 6/27/201 | 5/8/201 |
| Spartanbur | Spartanbur | Spartanbur | Spartanbur | Spartanbur | Spartanbur | Spartanbur | TriState | | T | TriState

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Location	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912	912
Position	Operations Manager	Laundry Operator		Production Manager	Laundry Operator	Linen Dist. Tech	Laundry Operator	Laundry Operator		Maint. Mechanic 1	Soil Sorter	Laundry Operator	Laundry Operator	Driver	Washer Operator	Driver	Linen Asset Mgr	Washer Operator	Laundry Operator	Laundry Operator		Laundry Operator	Soil Sorter
Base Rate, Employee (D						, s				•													
	Operations Manager	Laundry Operator		Production Manager	Laundry Operator	Linen Distribution Technician	Laundry Operator	Laundry Operator		Maintenance Mechanic 1	Soil Sorter	Laundry Operator	Laundry Operator	Driver	Washer Operator	Driver	Linen Asset Mgr	Washer Operator	Laundry Operator	Laundry Operator		Laundry Operator	CALICAGE
CCL name	Plant Management	Clean Processing	Clean Processing	Floor Supervision	Clean Processing	Offsite Labor	Clean Processing	Clean Processing	Clean Processing	Engineering	Soil Processing	Clean Processing	Clean Processing	Drivers	Soil Processing	Drivers	Linen Asset Management	Clean Processing	Clean Processing	Clean Processing	Clean Processing	Offsite Labor	
Department Name	Plant Management	Clean Processing	Clean Processing	Floor Supervision		Phoebe	Clean Processing	Clean Processing		Engineering - Non Union	Soil Processing	20		Drivers	Soil Processing	Drivers	Service	Clean Processing	Clean Processing	Clean Processing	Clean Processing	Phoebe	6
Hire Date	8/15/2016 Hatcher, Corey	12/18/2017 King, Leasia	10/30/2018 Nelson, Brittany	10/3/2017 Moore, Tamelia	10/9/2018 Winchester, Vanessa	8/27/2017 Burns, Cashonda	10/3/2017 Stephens, Jacenta	6/19/2018 Gaint, Timothy	10/30/2018 Fields, Rosalyn	3/6/2017 Martin, Chance	9/13/2017 Johnson, Suporra	10/17/2017 Lewis, Cenella	7/2/2018 Howard-Gaines, Majeedah	8/15/2016 Ware, Ivan	8/15/2016 Simmons, Kim	8/7/2017 McCoy, Baraka	11/18/2009 Mvou, Daisy Christelle	8/15/2016 Hams, Akeem	7/31/2018 Coleman, Crystal	6/26/2018 Lane, Raytron	10/30/2018 Deariso, Jasmine	6/13/2018 Jackson, Shyungela	1040/040/ C-11-4
Employee Plant Type Name	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	TriState	7.104-4.
Employee Employee Status Type	ㅂ	ㅂ	ᆸ	Ħ	Ħ	Ħ	Н	Ħ	Ħ	Н	ᄕ	F	ㅂ	Н	FT	ᇤ	Ħ	ㅂ	ᇤ	ᇤ	ᆫ	Ц	t

Section 4.10(b)

Labor and Collective Bargaining Agreements

Section 4.10(c)

Employee Benefit Plans

1. Personal Days/Paid Time Off

a) Non-exempt full-time hourly (non-union) Employees: Years of Service on January 1; PTO Hours per Worked Calendar Year; and Weekly Accrual Rate:

0-2 years – 64 hours; 1.2307692 3-10 years – 104 hours; 2.00 11+ years – 144 hours; 2.7692307

b) Exempt Salaried Employees – Professionals and Managers: Years of Service on January 1; PTO Hours per Worked Calendar Year; Weekly Accrual Rate:

0-10 years – 152 hours; 2.9230769 11+ years – 192 hours; 3.6923076

c) Directors: Years of Service on January 1; PTO Hours per Worked Calendar Year; Accrual Rate:

0-10 years – 192 hours; 3.6923076 11+ years – 232 hours; 4.4615384

2. Holidays

Varies by plant – New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. If employee works on a holiday, paid at 1+1/2 times regular rate of pay.

3. **Insurance**

Employee, spouse and dependents are eligible for the following benefits on the first day of the month following 30 days of employment: health, dental, vision and voluntary life insurance.

4. Retirement

Clarus Linen Systems 401(k) Plan. To participate in the 401(k) plan, employees must at least 21 years old and have completed 1 year of service with Clarus Linens. Traditional and Roth options available.

5. Employee Assistance Program

A no-cost, company-sponsored benefit available to all employees and their dependents which provides confidential support, resources and information to assist with through life's challenges.

6. **Jury Duty**

Paid regular wages.

7. Bereavement Leave and Pay

Three days for immediate family death: father, mother, siblings, spouse, significant other, child, mother/father-in-law, grandparents, grandchild. Additional two unpaid days if funeral more than 500 miles away.

8. Voluntary Benefits

Employees can elect a variety of coverage for themselves or family members through AFLAC or Colonia Life.

Section 4.10(d)

Multi-Employer Pension Plans

Section 4.10(e)

ERISA Withdrawal Liability, Liens, Interest Payments Excise Taxes and Minimum Funding Contributions

Section 4.10(h)

Benefit Plans for Terminated or Deceased Employees

Section 4.11

Insurance Policies and Pending Claims

- 1. See attached list of Insurance Policies
- 2. No pending insurance claims other than health insurance claims pending in the ordinary course of business and the pending workers' compensation claims identified on the Loss Run Report dated as of November 1, 2018

CENTERSTONE LINEN SERVICES, LLC

POLICY SUMMARY

Workers Com.	Crime	Directors & Officers Hartford	Boiler & Machinery	Property	Umbrella	General Liability	Auto	COVERAGE
Great American	Hartford Fire	Hartford	Continental Casualty	Landmark American	Travelers Indemnity	Great Northern	Federal Ins Co	CARRIER
WC 1475484-05	FA 0331617-18	01KB 0274452-18	BM 6072466558	LHT905751	ZUP-61M35538-18	36034379	73605155	POLICY NO:
7/3/18-7/3/19	9/3/18-9/3/19	8/3/18-7/3/18	9/30/18-9/3/19	9/30/18-9/3/19	9/3/18-9/3/19	9/3/18-9/3/19	9/3/18-9/3/19	EFFECTIVE DATE
Workers Compensation- Statutory Employers Liability \$500,000/\$500,000/\$500,000	\$250,000 Employee Theft \$250,000 Inside Premises \$250,000 Outside Premises \$250,000 Alteration \$250,000 Money Order	\$1,000,000 D&O \$1,000,000 EPL \$1,000,000 Fiduciary	\$31,541,582	\$31,541,582 Property Limits	\$15,000,000 excess over GL, AL and EL	\$1,000,000 each occur \$2,000,000 General Aggr	\$1,000,000 CSL 87 units	LIMIT
\$500,000 \$500,000)	\$5,000 \$\$5,000 es\$\$5,000 \$5,000 \$5,000	\$25,000 \$50,000 \$0	\$50,000	\$50,000 PD 3 Days TE	\$10,000 S.I.R	None	\$2,500 COMP \$2,500 COLL	DEDUCTIBLE
\$675,575 Premium \$170,650 Assessments (Annualized)	\$2,973	\$30,590	\$30,410	\$89,708	\$45,792	\$54,457	\$355,565	PREMIUM

Section 4.12(d)

Tax Audits, Administrative or Judicial Actions

Section 4.12(e)

Purchased Assets Subject to Tax Liability or Encumbrance

Section 4.13(a)

Seller Customers and Suppliers

See attached lists.

Revenue By Customer -2017

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Fresenius Medical Care of South DeKalb/Rockdale	Fresenius Medical Care of Honey Creek	Fresenius Medical Care of Henry County	Fresenius Medical Care of Duluth-Lawrenceville	Fresenius Medical Care of Decatur	Fort Jackson	EGPG Yorktown III (Ste 207)	EGPG Yorktown I (Ste 100)	EGDG Shakorag Hill	Er Stat Wipers, Rt 1220	ED Star Winers Inc BAGS	Dunwoody Orgent Care	Lbougherty County Ewis	Marus I ristate SmartRoute	Harus Linen Systems - Kome	Aattanooga Heart Institute - Hixson	Chattanooga Heart Institute - Cleveland	Δ hattanooga Heart Institute - Chattanooga	Center for Pain and Spine	Center for Advanced Rehabilitation - SACU 3rd Floor	W enter for Advanced Rehabilitation	Aprolina Panthers at Wofford College	Parolina Center for Belldvioral nearth	Carlton Breast Center at Meredyth Place	R Neurology	thbold Memorial Hospital	Amark Services	Anmed HMC Replacement Scrubs	Med Health Wound and Hyperbaric Medicine	Mod Health Sleen Lah	Annued Health Medical Center	AbMed Cannon Memorial Hospital	mtran Medical Transportation, Inc.	AMH Wound Management & Hyperbaric Medicine	AMH Urgent Care & Corporate Care Centers	ANA South Georgia Surgical Associates	ABH Pelham Parkway Nursing Home	AMH Northside Center for Behavioral & Psychiatric Care	M Mitchell County Hospital	AMH Lewis Hall Singletary Oncology Center	AMH Glenn-Mor Nursing Home	AND H Decatur County Dialysis Facility	AMH Cardio Consultants of South Georgia	AMH Brooks County Hospital	AMH Rainhridge Specialty Clinic	O AMH Archbold Primary Care	AMH Ambulatory Care Center	Alliance Rome Internal Laundry	Albany Dermatology Clinic	st nospital and - Lanier - Hiint Airport Parking Atlanta	Row Labels
613.50	591.00	1,102.50	1,298.00	487.00	99,216.33	220.00	419.50	147.00	188.80	3.637.25	1,419,19	147.00	69 50	0 0	0.00	0.00	5.10	90.00	0.00	7,704.90	0.00	0.00	6 294 11	76.18	0.00	0.00	5,841.86	261.15	181.18	20.256.85	6,286.28	1,067.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128.00	845.25	2,400.00
630.00	588.00	1,082.50	1,138.00	479.00	103,402.00	220.00	300.50	123.00	119.03	33.20	535.64	110.00	234.00	0.00	3.49	0.00	5.33	92.70	0.00	6,292.38	0.00	300.38	5 439 31	363 60 0.00	0.00	0.00	0.00	269.91	218.68	18.539.39	5,637.53 74 186 97	972.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	164.00	681.45	0.00
699.00	862.50	987.50	1,314.00	614.25	105,838.27	275.00	888.90	177.00	135.01	10.544.65	1.392.21	131.40	39.00	0.00	0.00	0.00	0.00	117.00	0.00	8,292.77	0.00	254.75	5,854,94	747.65	0.00	0.00	0.00	490.57	208.76	21,202.29	79 638 07	1,162.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.50	790.65	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
881.50	436.50	1,069.00	1,102.00	483.25	94,054.80	220.00	362.00	110.00	110.19	8,501.75	877.50	118.70	48.00	0.00	0.00	(1.66)	0.00	93.60	0.00	7,032.65	0.00	260.25	5.806.75	767 80	0.00	0.00	0.00	449.98	190.53	17,378.22	76,899,65	1,034.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153.00	835.80	0.00
740.00	707.50	1,215.00	1,314.00	498.50	100,247.46	220.00	316.00	122.50	162.62	0.00	1,342.67	134.26	29.50	000	0.00	0.00	5.33	93.60	0.00	8,587.89	0.00	278.05	6.106.84	367.25	0.00	0.00	0.00	318.26	205.18	19,761.99	80.586.01	797.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.00	909.30	0.00
925.00	840.50	1,135.00	1,314.00	608.50	100,803.76	275.00	458.00	262.00	223.96	7,410.90	1,173.12	159.00	0.00	0.00	0.00	0.00	5.10	93.60	0.00	7,186.18	0.00	169.75	6,561.34	296.73	0.00 76 77	0.00	2,463.02	403.70	255.01	18,693.80	75.322.51	781.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103.50	972.30	0.00
740.00		سر	1,168.00	488.00	90,259.38	220.00	318.50	110.00	201.91	0.00	1,107.61	113.40	82.00	0.00	0.00	9.00	0.00	93.60	0.00	7,599.25	3,648.88	164.95	5,674.78	370.83	0.00	0.00	0.00	529.02	142.45	18,237.15	72,600.22	£ 735 81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.00	1,065.75	0.00
842.50		43		565.75	134,547.11	275.00	528.00	165.00	239.77	4,949.25	1,364.14	92.70	0.00	0.00	0.00	0.00	0.00	93.60	0.00	9,425.20	1,683.68	150.50	6,931.52	270,40	01,634.32 76.18	0.00	0.00	353.15	260.29	20,648.46	77,287.76	1,102.25	212.29	335.63	793.44	75.30	4,580.11	23,900.59	1,804.16	6,553.16	3 811 06	546.22	5,538.53	567.22	705.15	342.08	6 476 02	184.00	936.60	0.00
		⊢			125	220.00						<u>щ</u>		0.00	0.00	0.00	0.00	00.711	0.00	8,782.49	0.00	207.85	6,136.41	274.95	00.0	0.00	0.00	168.74	165.90	17,946.14	77,155.47	5 139 42	182.41	358.29	510.00	21.26	1,088.57	8,043.66	1,398.26	7,439.43	13 334 01	524.29	3,958.47	298.20	270.11	118.09	4 754 31	0.00	823.20	0.00
510.00					106	220.00					щ	ш				993		93.60		9,4			•		91.77			222.14	157.11	19,346.06	72,531.96	5 854 67	274.19	573.89	704.31	0.00	5 243 20	6,740.74	2,036.11	8,506.57	4.441.97	17.781	4,006.34	104.44	469.98	54.31	3.117.71	8.00	994.35	0.00
			0 962.00		92						ш	_						93.60		10,046.30			_	348,40	۷							T.	141.18				1,348.13 5,763.16				4.0	133.57	3,286.24	88.08	329.96	70.47	2.556.15	0.00	889.35	0.00
			ш		67	0 221.90			<u>د</u>			ı.					0.00	F		.00			"		15.00			2				5.402.83					5.129.16				4.4	00 0 S0.86T	2,878.04	207.29	491.57	0.00	3,877.94	0.00	859.95	0.00
0 8,766.85					2 1,221,864.71							<u></u>	5					06.90T/T		98			72,898.15		412.67		~		2,363.21		10	70.731.76					26.559.09				30,0	0.00		1,265.24		584.94	20,782.12	0.00		

Phoebe Sumter Wellness & Education Center Phoebe Tower Medical at Meredyth Place	Phoebe Sumter Surgical Associates		() Phoebe Sumter OB/GYN	S Phoebe Simpler Medical Center		Phoebe Rheumatology	Phoebe Putney Memorial Hospital (North Campus)	1 Phoebe Putney Memorial Hospital (Main Campus)	Phoebe Orthopaedic Specialty Group	4 Phoebe Northwest	5 Lebebe Neurosurgical Associates	- Pixebe Neurology Associates	C Deposit Control of Dispasse	Pigebe Gastroenterology Associates	Phoebe Family Medical Center - Peinam	Phpebe Family Medical Center - Laurel Place	Procede Family Medical Center - Camilla	Ploebe Family Medical Center - Albany	3P Debe Endoscopy Center	I Phoebe East	Phoebe Diagnostics Imaging Center	Phoebe Community Care Clinic	LL Phoebe Community Benefit	Parietto Hemtology Oncology - Union	Of thopean Specializes Opp (A) Care Center of Georgia, LLC	Ontonodic Specialties	IN Charact Georgia Women's Care	5Meningside of Albany	1 Monday Air Force Base Clinic	OM Shicrief Army Health Clinic	Micrown Neurology PC	EMHI Outpatient Imaging	Martin Army Hospital	One County Memorial Hospital	October National Home	Onfedtious Disease Program Lab Coats	Hegston Surgery Center	1 Houston Perry Hospital	10hton Medical Center	Highes of the Opstaco	Hospice of Laurens County	Home Hospice Nurses - Direct Sale	Liggins General Hospital	HHC Replacement Scrubs	@reenwood Regional Rehabilitation Hospital	Georgia State University Student Health Clinic	Georgia Regional Hospital	Georgia Breast Surgery, PC Sporgia Cancer Center for Excellence	Georgia Baptist College of Nursing - Mercer University	Row Labels 不是不是不是不是不是不是不是不是不是不是不是不是不是不是不是不是不是不是不是
36.73	0.00	67.28	166.73	9.576.78	0.00	0.00	8,553.68	43,666.48	64.03	640.58	36.08	30.55	0.00	658.78	24.70	48.75	0.00	0.00	1,350.38	78.65	896.03	0.00	7.80	7.94	93.60	185.01	22.24	1 327 68	1,359.49	0.00	0.00	17.77	26,086.78	0.00	3,363.10	1,125.50	4,703.15	12,941.02	85,368.33	2,520.59	3.639.72	710.20	8,610.80	0.00	0.00	60.00	12,970.00	703.63	0.00 214.85	1
73.78	0.00	48.43	155.03	9,014.53	35.000	0.00	8,052.20	39,835.56	117.33	1,040.33	147.23	8.13	0.00	767.00	34.13	52.33	7.48	41.28	1,220.70	84.83	638.30	0.00	0.00	0.99	96.41	108.62	31.88	1.058.46	1,285.21	0.00	0.00	54.09	23,443.81	0.00	60.00	3 047 53	3,552.50	13,062.17	73,857.54	2,793.99	2,894.66	610.75	8,2/7.32	0.00	0.00	150.00	13,749.94	761.27	0.00	
0.00	29.25	56.88	310.38	10,059.40	356 53	32.83	8,673.93	39,165.44	93.93	747.18	67.93	8.78	0.00	599.30	0.00	27.63	0.00	0.00	1,140.43	197.93	689.33	0.00	8.13	10.42	121.68	49.60	52.26	946.98	877.94	0.00	0.00	61.26	27,879.68	0.00	90.00	3 436 55	4,621.52	13,349.33	83,086.66	2,952.17	3,578.33	22.200	8,588.33 1 001 22	1,108.80	0.00	225.00	16,111.59	903.38	0.00 292.75	Sum of MAR Sur
0.00	101.00	67.93	176.80	8,876.08	48.10 373.10	0.00	6,824.03	34,201.91	118.63	785.20	32.50	99.78	0.00	654.55	12.68	40.30 14.63	15.60	0.00	795.60	173.88	522.60	0.00	0.00	0.00	97.34	127.97	31.51	1.083.60	131.63	0.00	0.00	2.89	24,091.49	0.00	60.00	3 018 60	3,442.69	12,697.09	76,318.45	2,407.06	3,407.86	657.60	5,1/9./5	0.00	0.00	150.00	12,622.99	800.50	180.21	1 .
0.00	44.20 88.40	47.45	202.80	9,950.20	562 90	79.95	7,766.20	38,666.68	90.35	995.15	33.48	0.00	0.00	1,275.83	52.98	0.00	0.00	0.00	1,432.93	141.38	943.48	0.00	0.00	3.97	97.34	0.00	50.04	988.81	784.25 162 18	4,173.12	0.00	35.08	24,851.04	0.00	60.00	3,992,17	4,310.29	13,213.33	85,710.66	2,872.01	3,522.64	721.45	614 33	0.00	0.00	150.00	14,647.35	749.80	204.43	n of MAY Sun
0.00	29.25 124.80	64.68	186.55	9,712.63	530.40	0.00	6,284.20	33,518.02	66.63	1,225.90	32.18	10.40	0.00	700.70	0.00	9,43	24.05	0.00	1,353.49	196.95	704.60	0.00	12.68	0.00	121.68	28.77	44.48	1,125.71	76.70	5,016.30	0.00	35.37	27,911.33	0.00	60.00	3.398.72	4,367.53	13,196.20	77,310.64	2,725.90	3,290.98	764.78	617.20	0.00	0.00	150.00	16,179.98	4.76	225.00	Sum of MAY Sum of JUN Sum of JUL Sum of AUG Sum of SEP Sum of OCT Sum of NOV Sum of DEC
0.00	26.00 136.18	65.00	147.23	9,548.18	451.75	25.35	7,394.40	32,127.60	239.20	661.38	25.03	18.20	15.93	494.98	0.00	9.75	27.30	00.0	522.28	43.55	714.35	0.00	0.00	0.00	97.34	53.57	25.95	863.67	130.00	4,257./3	0.00	52.95	23,363.58	0.00	60.00	3.759.24	904,46	11,057.83	76,621.94	2,513.91	3,150.07	338.40	377.69	0.00	0.00	150.00	14,064.37	655.31	217.75	n of JUL Sun
40.30	31.20	84.18	165.43	10,494.25	688 68	0.00	6,516.58	73,454.33	136.83	1,090.05	34.78	10.73	0.00	657.15	25.35	0.00	33.48	0.00	1,163.46	71.83	896.35	0.00	0.00	18.35	97.34	0.00					0.00				60.00	3,568.60	1.154.54			•			539.55	0.00	0.00	150.00	15,594.88	607.57	225.00	n of AUG Sun
0.00	106.60	51.35	187.20	9,356.75	419.35	161 70	6,329.38	69,979.15	58.50	1,075.10	118.30	0.00	0.00	507.65	0.00	0.00	24.70	60.88	302.25	158.28	683.15	58.50	5.53	13.39	121.68	113.09	51.89	873.02	61.43	4,165.49	0.00	20.40	23,336.35	0.00	90.00	3,332.51	915.23			2,473.58	3,086.73	500.77	177.67	9 351 60	0.00	225.00	16,083.56	889.35	197.70	of SEP Sum
45.83	124.48	67.93	225.55	9,665.18	508.95	0.00	7,318.41	70,283.07	89.38	1,462.18	66.63	10.73	0.00	404.95	35.10	27.30	36.40	23.33	35.35 86:009	1 200 00	938.28	0.00	0.00	0.00	97.34	117.06	40.77	1,227.34	0.00	3,585.98	0.00	34.09			60.00	3,189.97	1,146.31						545.82	8 956 34	0.00	150.00	17,034.32	684.04	194.50	n of OCT Sum
55.25	246.35	83.85	218.08	8,945.30	398.45	0.00	6,399.82	71,998.25	220.68	1,277.58	13.00	10.08	10.08	596.70	0.00	0.00	71.83	0.00	0.00	160.23	862.55	0.00	0.00	38.69	97.34	0.00	31.87	1,512.15	0.00	976.84	0.00	47.62	28,012.64	0.00	60.00	3,019.12	914.86	12,328.23			3,071.61	278.40	1,312.54	9.050.65	0.00	150.00	15,436.10	1,049.97	264.60	of NOV Sum
0.00	142.68	56.88	195.00	9,566.38	309.08	0.00	6,931.28	73,906.18	13.65	1,346.15	30.55	10.40	0.00	539.92	0.00	0.00	40.63	13.00	13.65	705 70	807.63	0.00	67.60	10.42	121.68	154.26	44.48	1,007.51	0.00	904.43	2 157 85	23.11	23,789.64	0.00	60.00	3,095.45	904.82	14,/14.UI 1391.77					647.46	8.302.91	0.00	150.00	16,776.43	685.18	0.00	,
251.88	1.688.38	761.80	2,336.75	114,765.63	5.424.67	138.13 181 00	87,044.08	620,802.64	1,309.10	12,346.75	637.65	217.75	26.00	7,857.50	184.93	61.10	529 75	252.03	14,/9/.04	1,599.98	9,296.63	58.50	101.73	104.16	1,260.79	937.94	555.26	12,793.08	972.08	10 752 02	0.00	436.29	308,904.21	0.00	780.00	40,221.53	11,856.36	51 448 14	986,217.87	32,306.62	38,775.08	6,243.75	6,965.77	103.435.83	1 108 80	00.00 00.008/T	181,271.50	9,204.76	2,502.04	Total 2017 662.73

Row Labels Track Track to the Control of the Contro			Sum of MAR Sum of APR	1 10 1	1	n of JUN Sur	n of JUL Su	m of AUG Su	Sum of JUN Sum of JUL Sum of AUG Sum of SEP Sum of OCT	-	Sum of NOV Sum of DEC 8.45 21.4	0. [::::	Total 2017 92.63
Choebe Worth Family Medicine - Sylvester	14.30 2 516 48	19.18	0.00 2.998.13	16.90 2.923.38	2,435.23	2,660.78	2,156.70	2,711.15	2,417.35	2,536.63	2,972.60	1,911.61	30,738.61
Chooke Worth Medical Center Chooke Wound Care & Hyperbaric Center	218.40	185.58	217.43	185.58	304.85	208.00	189.80	90.68	140.73	145.60	302.90	211.25	2,400.78
Premier Orthopedics	0.00	0.00	0.00	91.48	601.98	502.14	422.91	497.35	570.75	828.51	419.00	0.00	4,204.62 26.33
Randolph Medical Associates	0.00	17.55	0.00	0.00	8.78 40 454 07	0.00	0.00 35 976 56	0.00 42.645.62	37.171.48	39,990.37	38,587.32	44,089.79	478,361.89
Regional Medical Center of Orangeburg	41,986.60	38,703.49	43,071.30	36,372.98 1.714.40	5.305.10	0.00	0.00	1,101.00	6,431.25	0.00	0.00	0.00	21,932.65
TRM Star Wipers, Inc RAGS	878.03	540.82	484.13	569.91	568.92	304.18	656.68	802.60	343.13	284.46	731.03	146.75	6,310.64
RMCO Healthplex - Holly Hill	0.00	73.46	0.00	155.79	40.18	58.17	0.00	0.00	101.56	0.00	92.19	198.04	719.39 5 757 7 <i>1</i>
TAMCO Healthplex - Santee	462.93	395.39	482.65	448.14	506.31	472.79	401.80	497.93	414.12 224.81	366.79 116.84	459.04 122.93	349.87 181.79	5,257.74 2,277.32
RN(N) Urgent Care - Bamburg	273.62	165.16	150.37	224.81	210.51	233.79	74 457 55	86 481 04	75.544.76	72.392.45	70,499.01	75,538.39	922,180.67
Her Negional Medical Center	80,073.86	71,390.82	87,067.71 1.239.54	/3,1/4.61 1.153.66	1,334.54	1,262.58	1,012.62	1,210.34	1,092.30	1,231.26	1,045.30	1,206.64	13,875.42
Outpatient Imaging & Specialty Care at Camp Creek	646.25	226.50	295.75	601.45	595.25	592.50	417.00	491.70	570.25	499.25	674.75	278.25	5,888.90
Granery Surgical Arts Calhoun	117.20	70.00	71.32	105.00	175.20	140.00	105.00	175.00	141.60	140.00	184.16	149.60	1,574.08
Qorthwest Georgia OB/GYN	132.88	246.84	286.88	309.76	277.20	288.20	304.48	406.56	124.52 83 20	68 90 82.697	64.35	32.83	838.18
ு ம்west Georgia Physical Therapy	104.65	72.15	54.28	66.95	83.85	1 117 45	900.50	1.039.12	1.204.13	1,124.92	1,005.88	1,087.32	12,660.20
Gode West Georgia Regional Medical Center	1,148.88	63 98	0.00	0.00	3.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117.06
Chartanhurg Regional Medical Center	130,447.89	123,089.58	137,405.58	124,543.79	131,386.41			139,608.95	134,739.04	131,951.27	131,719.79	135,224.89	1,583,225.49
LLBPN Star Wipers, Inc - RAGS	1,980.45	630.55	1,845.10	2,710.70	4,066.05			2,835.95	1,716.80	1,462.75 280.88	315.09	3,102.75	31,221.55
STAR Breast Center at Medical Mall	231.71	193.22	256.03	216.74	301.13	184.14	179.86	193,49	224.45	195.55	407.47	362.25	2,862.12
15th Regional Medical Center	13,425.49	13,090.98	13,535.89	11,877.31	13,044.88	12,089.53	13,606.13	12,826.61	12,535.47	11,549.36	11,798.27	11,734.17	151,114.09
15THR Replacement Scrubs	0.00	0.00	0.00	0.00	0.00	200 14	381 18	316.35	329 20	410.27	401.63	313.80	4,376.33
15TER Sleep Lab	1.064.20	973.90	1,337.40	1,143.90	1,036.50	953.80	714.00	1,102.40	925.70	1,040.30	1,094.40	1,080.50	12,467.00
Surgicare Gwinnett	350.85	582.77	589.51	472.68	523.26	502.84	553.97	492.80	379.67	760.29	479.19	288.65	5,9/6.49
discussions, Inc.	1,032.54	1,267.76	1,388.92	929.24	990.60	1,057.68	763.35 313.00	1,382.16 314.70	259.70	250.00	314.70	200.00	3,166.50
Under Augusta Downtown Division	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,794.12	50,570.72	40,335.79	111,700.63
VAMC Augusta Uptown Division	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,588.09	23,987.91	23,2/5.1/	65,851.16
1 VANC Charleston	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,393.09	41,757.75	72,150.84
4 VANIC Columbia	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,224.88	24,476.24	25,576.69	22,915.71	89,193.53
1 VIAS Innovative Hospice Care - Duluth	995.90	550.90	797.74	737.83	962.82	1,071.69	1,301.44	965.94	1,297.21	1,192.78	1,116.94	556.06	11,547.24
CVAS Innovative Hospice Care - Stockbridge	1,221.62	1,002.04	833.58	767.87	938.36	969.52	1,255.30	1,418.75 48.00	00 0 08.655'T	0.00	0.00	48.00	192.00
OVITAS Innovative Hospice Care Direct Sale	0.00 20. 4 2	0.00	32.47	0.00	21.88	9.75	13.70	0.00	13.57	26.61	12.41	0.00	150.80
Wellstar AMC East Point Clinic	0.00	0.00	0.00	198.93	42.06	10.52	0.00	17.08	31.55	0.00	0.00	17.08	317.21
S Wallstar AMC Gym	1,034.35	969.16	1,487.77	1,343.00	1,807.89	1,136.39	1,446.31	946.99	723.16	981.43	907.73	1,136.39 6 57	13,920.55
MaliStar AMC Inman Park Physicians	23.66	24.35 135 11	156.25	34./5 148.77	154.47	184.68	111.18	118.49	104.33	99.51	100.00	154.70	1,582.75
Wallstar AMC Orthopaedic Rehabilitation	231.69	170.81	134.53	199.28	187.43	210.92	180.40	137.24	209.24	205.85	109.15	95.68	2,072.24
WellStar AMC Primary Care Clinic - Camp Creek	69.12	49.95	187.13	28.78	72.40	44.83	40.06	112.74	114.23	124.24	137.28	123.29	1,104.05
WellStar AMC Primary Care Clinic - Cascade	74.50	28.63	42.45	83.51	101.00	79.56 43.16	/5.68 77 57	18.62	49.63	24.63 22.29	31.85	15.23	511.73
	39.44 25 597 92	22.937.90	25.903.75	22,802.80	27,133.16	25,963.58	25,788.30	26,972.06	25,093.35	25,339.33	25,915.66	23,591.33	303,039.14
Willson Hospice House	855.40	1,172.93	825.50	801.13	894.73	1,004.58	785.20	739.70	791.38	942.18	1,029.60	855.08	10,697.38
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	23,624.61	21,094.83	22,071.21	19,314.53	18,842.30	21,367.07	17,605.60	19,308.37	17,320.36	50.60	198,380.52
Zero Waste Solutions	62.60	22.78	38.04	79.50	10 300 00	10 300 00	10 300 00	10.300.00	10.300.00	10.300.00	338.63	0.00	102,438.63
	10,000.00	10,000.00	8.586.16	10,300.00 6.521.19	9,024.35	6,984.95	8,939.78	7,732.73	8,174.14	7,814.30	2,124.38	0.00	76,646.32
ZZ-AMC Dr. Orgaters - Suite 530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ZZ-AMC Equipment Lease	2,408.00	2,408.00	2,408.00	2,480.24	2,480.24	2,480.24	2,480.24	2,480.24	2,480.24	2,480.24	578.72	0.00	25,164.40
ZZ-AMC Hyperbaric Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

ALZ-AMC Mops ZZ-AMC Replacement Scrubs CZ-AMC Replacement Scrubs CZ-AMC Replacement Scrubs CZ-AMC Sheffield HealthCare LZ-AMC SO Mops ZZ-AMC SO Mops ZZ-AMC SO Wops ZZ	2,326.52 101.94 0.00 0.00 0.00 5,457.60 4,208.71 0.00 117.58 0.00 87,957.60 36,161.20 0.00 0.00 0.00 0.00 0.00 0.00 0.00	2,590.71 96.41 0.00 0.00 5,909.75 3,401.53 0.00 224.11 0.00 90,936.08 35,963.07 0.00 0.00 0.00 0.00 0.00 0.00 0.00	5,775.81 185.80 0.00 0.00 6,114.00 0.00 6,114.00 3,227.47 0.00 104,751.22 39,597.43 0.00 5.361.33 189,122.24 5,632.00 275.60 406.00 101.50 203.00 275.00	7,029.68 26.75 0.00 0.00 0.00 6,773.54 4,339.19 0.00 164.98 0.00 103,393.38 39,710.81 0.00 0.00 0.00 0.00 0.00 0.00 0.00	8,145.47 89.61 0.00 0.00 10,644.59 4,539.43 0.00 245.63 0.00 100,818.09 39,567.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	4,743.56 80.87 0.00 0.00 6,386.77 3,910.50 0.00 94,815.81 36,300.76 0.00 0.00 0.00 0.00 0.00 0.00 157,765.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	5,424.49 56.55 0.00 0.00 0.00 5,203.25 3,183.43 0.00 94,199.37 37,843.78 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	5,609.65 0.00 0.00 0.00 8,787.19 3,594.73 0.00 101,792.74 36,250.40 0.00 0.00 0.00 0.00 0.00 0.00 0.00	6,942.77 0.00 0.00 0.00 6,733.11 3,573.77 0.00 189.15 0.00 96,497.92 34,891.55 0.00 0.00 0.00 0.00 0.00 0.00 0.00	6,212.57	787.79 0.00 0.00 0.00 0.00 0.00 0.00 0.00	87.79 0.00 0.00 0.00 0.00 0.00 0.00 0.00
1/25 Pardy Health System (I) 1/25 Pardy Health System (I) 1/25 Pardy Health System (III)	151,303.56 0.00 13,910.20	127,865.51 0.00 5,984.48	160,233.30 0.00 5,361.33	147,618.73 0.00 7,200.56	167,376.68 0.00 2,950.07	157,765.00 0.00 179.37	164,222.86 0.00 0.00	180,937.50 0.00 0.00	138,247.00 0.00 0.00	144,896.89 0.00 0.00	44,0 95,0	0.00 0.00
OZZNavicent Health OZZNavicent Health Direct Sale	176,132.61 7,069.32	167,453.24 8,398.96	189,122.24 5,632.00	146,012.26 2,816.00	0.00	0.00	0.00	0.00	0.00	0.00		8 8 8
20 20 CH 20	232.87 200.00	265.29 200.00	272.80 253.00	230.62	101.50	0.00	0.00	0.00	0.00	0.00	999	8 8 8
ZENGHS NGPG Braselton Interventional Pain Medicine	216.56 500.00	208.38 400.00	275.60 406.00	217.92 406.00	101.50 203.00	0.00	0.00	0.00	0.00	0.00	0 0	9 6
1 PMGHS NGPG Buford	150.00	100.00	101.50	101.50	50.75	0.00	0.00	0.00	0.00	0.00	0 0	8 8
3 ZEWIGHS NGPG Chestnut Mountain 1 ZEWIGHS NGPG Dacula Primary Care & Urgent Care	250.00 246.20	200.00	275.70	217.76	101.50	0.00	0.00	0.00	0.00	0.00	0 9	8 8
C ZANGHS NGPG Family Health Associates	253.22 250.00	213.76 200.00	265.80 203.00	203.00 203.00	101.50 101.50	0.00	0.00	0.00	0.00	0.00		9 9
12 .13	200.00	200.00	253.00	203.00	101.50	0.00	0.00	0.00	0.00	0.00	0	88
ZZ-NGHS NGPG Occupational Medicine Oakwood	262.47 200.00	245.75 200.00	305.44 253.00	321.57 203.00	101.50 101.50	0.00	0.00	0.00	0.00	0.00	00	0.00
TENGHS NGPG Sports Medicine	205.20	200.00	255.44	203.00	50.75	0.00	0.00	0.00	0.00	0.00		0.00
 ZANGHS NGPG Trauma & Acute Care Surgery LANGHS NGPG Urgent Care 	250.00 1,291.31	1,209.13	1,477.22	1,117.84	456.75	0.00	0.00	0.00	0.00	0.00	0.0	0.00
4 ZZ-NGHS NGPG Urology	200.00	200.00	253.00	203.00	50.75	0.00	0.00	0.00	0.00	0.00		0.00
ZZ-NGHS Toccoa Cancer Center	946.90 4 153 95	1,037.70 5 704 62	253.00 6.500.13	3,629.53	0.00	0.00	0.00	0.00	0.00	0.00		0.00
3 77-NH Breast Center Hardeman	4,153.95 494.46	5,704.62 449.99	436.50	221.16	0.00	0.00	0.00	0.00	0.00	0.00		0.00
•	1,028.78	933.61	935.15	491.87	0.00	0.00	0.00	0.00	0.00	0.00		0.00
1 ZZ-NH Center of Pelvic Health O ZZ-NH Children's Health	63.52 6,413.79	53.47 6,703.76	47.55 6,323.52	35.17 5,059.43	0.00	0.00	0.00	0.00	0.00	00.0		0.00
	0.00	0.00	136.90	43.83	0.00	0.00	0.00	0.00	0.00	0.00		0.00
O ZZ-NH Contract Labor	37,074.86	31,619.78	35,320.04	32,202.30	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	0.00 806 08	21.17 895.74	112.88 1.039.79	0.00 457.06	0.00	0.00	0.00	0.00	0.00	0.00		0.00
ZZ-NH Diagnostic Center Monroe	80.63	152.90	187.55	95.31	0.00	0.00	0.00	0.00	0.00	0.00		0.00
ZZ-NH Diagnostic Center NW	402.51	391.66	343.79	259.22	0.00	0.00	0.00	0.00	0.00	0.00		0.00

ZZ-CHOA Urgent Care - Hamilton Creek	ZZ-CHOA Suwanee		ZZ-CHOA SR Replacement Scrubs	C ZZ-CHOA Satellite Blvd				7. ZZ-CHOA Old Million Palsway		TZ CHOA North Druid Hills		n CHOA Neurology	THCHOA Mount Zion	77-CHOA Medical Office Bldg	D 77-CHOA Marietta	C ZCHOA Hudson Bridge	s§	A	- E-CHOA Forsyth	PUI	CHOA Executive Park		O ZECHOA Duluth	C ZZ-CHOA DeKalb	1 ZOHOA Cystic Fibrosis	11. ZCHOA Cobb	D ZECHOA Children's Specialty	19 ZPCHOA Cherokee	ZPEHOA at Scottish Rite OIII	EZZ-CHOA at Hughes Spalding	nt ZZ-CHOA at Egleston	E ZZEHOA Alpharetta Hwy	OZOSylvan Grove Hospital	OZ Z S pRMC Wound Healing Center	1ZZpRMC Center for Rehabilitation Services	1ZZ-Spalding Regional Medical	775 remier Cardiology Group	9 Con Urgent Care Northwes	1727-NH Urgent Care North, Riverside Drive	ZZ-NH Urgent Care East, Gray Highway	2ZZ-NH Rehabilitation Hospital	OZZ-NH Medical Center of Peach County	ZZ-NH Gynecology Associates	ZZ-NH Gynecologic/Surgical Oncology	OZZ-NH Fertility Institute	SZZ-NH Family Health	ZZ-NH Diagnostic Center PET - PA Cancer Center
nilton Creek		Meridian Mark Plaza	crubs			er-Chamblee	y Center at Satellite Blvd	petics	ŧ.					ų								crubs	n D				Services		r RAD					nter	tation Services	Center	916	t, zebulon Road	erside Drive	Highway	:	h County		ncology			PA Cancer Center
0.00	1 100 80	6,866.96	0.00	996.83	165.18	144.27	705.24	59.01	0.00	155.06	257.07	8.94	56.46	588.56	0.00	202.34	202.00	0.00	317.18	228.46	9.17	4,233.12	2.213.00	77.63	21.23	32.82	0.00	175.17	678.69	11,403.24	97,529.35	92.46	5,200. 4 0 790.83	3 200 40	370.36	55,436.41	10.00	\$78 K3	171.30	219.27	10,240.77	6,988.92	3.23 761.55	3 23	71.84 72 41	142.05	447.65 451.14 608.17
0.00	0.00	7,942.06	4,097.76	1,152.93	267.01	130.40	703.31	39.93	13.04	173.64	195.20	7.26	79.08	626.73	0.00	41 28	0.00	0.00	306.86	124.13	12.52	0.00	2.213.00	21 23	15.65	52.64	0.00	163.91	784.10	10,012.13	99,342.90	95.96	588.92	262.92	435.82	47,149.79	10.00	861 78	220.06	209.35	9,234.69	7,109.70	653.55	3.23	72.92 59.24	198.53	451.14
0.00	6.81	9,353.16	2,124.12	1,580.61	345.35	133.20	925.95	43.13	0.00	186 89	209.65	17.88	89.47	545.00	32.84	63.83	244 60	0.00	482.11	192.85	0.00	4,116.24	2.213.00	19.51	16.76	59.15	0.00	199.61	813.41	115 235 66	113,488.63	92.86	679.72	405.87 3 785 75	337.33	53,489.49	10.00	1.101.06	178.92 345 79	180.41	8,353.33	7,754.14	712.60	10.65	61.67 57.55	235.70	608.17
377.88	1 746 68	7,622.06	8,415.12	1,162.01	143.20	152.40	769.63	65.95	0.00	184.48	286.08	4.19	69.14	614.04	6.81	31.47	267.06	0.00	374.45	184.09	9.17	14,706.00	2,213.00	21.56	17.58	66.04	0.00	217.41	693.22	102 089 73	88,667.86	56.69	675.03	291814	344.61	52,916.84	0.00	663.29	238.04	174.03	5,891.20	5,215.67	533.02	6.94	35.83 50.61	95.65	314.17
103.12	1 410 00	7,833.93	0.00	1,247.00	134.15	97.69	1,576.46	72.69	6.81	257.87	346.68	25.40	40.06	653.60	9.91	10.06	363 1/	268 50	457.00	176.19	0.00	0.00	2,213.00	21.23	29.06	105.27	55.02	153.35	722.53	102,095,76	99,838.26	86.56	793.79	3 335 07	473.22	51,826.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35.26	1 071 45	9,647.33	0.00	1,1/4.52	121.42	98.20	732.32	56.44	0.00	149.51	270.89	13.94	72.78	551.19	16.42	13.11	295 88	0.00	3/1.61	218.42	20.93	0.00	2,213.00	14.11	16.15	59.15	74.27	151.89	854.56	96.368.95	109,012.78	152.50	703.27	3.519.58	597.75 313 83	45,984.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.17 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0
187.06	1 434 94	8,173.36	0.00	0.00	143.90	77.17	954.13	62.75	0.00	141.33	239.67	10.06	39.64	524.09	9.91	10.06	217 58	0.00	310.01	173.78	3.58	0.00	2,213.00	31.61	43.51	62.35	129.02	220.22	604.11	95,846.93	103,417.55	89.46	824.11	3.348.29	732.00	48,138.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105.33	3.40 1 177 88	7,686.68	0.00	20.32	135.62	175.62	921.74	69.66	10.21	208.89	314./3	15.93	138.50	653.21	29.73	36.88	394 76	0.00	347.74	205.63	16.10	0.00	2,213.00	10.90	42.06	52.83 97.70	60.96	220.26	702.31	120,356.86	115,/30.22	90.78	655.36	2,953.02	362.39	49,055.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
206.01	1 293 86	7,065.43	10,566.84	1,026.77	124.79	136.67	548.01	50.93	7.01	171.16	158 90	24.72	64.74	581.49	13.60	0.00	281.42	0.00	0.00	179.58	27.55	1,923.00	2,279.39	49.57	20.09	32 52 32 52	33.49	201.34	853.30	127,251.77	14 003 54	102.35	692.18	4,090.50	363.63	50,294.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104.63	1 696 21	7,697.20	0.00	0.00	155.87	143.58	648.98	34.01	0.00	151.24	203.40	5.76	58.27	533.26	7.01	24.17	263.11	0.00	3/8.89	176.73	7.14	4,543.20	2,279.39	35.89	30.14	61 01	83.25	289.10	769.06	128,525.72	18.084.71	74.93	639.04	3,414.74	783.26 509.32	39,635.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93.19	1 390 85	8,872.16	4,056.84	1,/4/.13	121.22	134.66	1,080.76	68.31	0.00	223.97	181 55	3.45	67.82	510.46	15.46	0.00	328.75	0.00	393.97	209.32	9.44	1,426.56	2,279.39	22.02	10.05	20.41 4.03	75.16	220.64	546.05	142,104.36	16.151.81	91.83	555.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44.63	1 222 59	9,289.09	0.00	0.00	105.16	125.05	906.01	34.03	13.60	127.22	217.84	0.00	34.76	510.46	20.62	10.36	306.41	0.00	000	149.41	18.65	0.00	2,279.39	32.47	32.96	11.80	63.10	178.82	712.44	135,102.79	17.977.22	95.65	615.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,257.11	58.58 15,787,75	98,049.41	29,260.68	125.74	1,962.88	1,548.90	10,472.54	656.84	51.15	2,068.24	2,977.00	137.54	810.72	6,892.08	162.31	267.73	3.503.83	268.50	4,430.33	2,218.59	134.26	30,948.12	26,821.56	312.72	245.64	377.28	574.26	2,391.72	8,733.78	1,366,749.71	156.179.47	1,122.03	8,212.95	32,869.18	3,946.28	493,927.39	30.00	3,504.16	1,347.78	697.96	33,719.99	27,068.43	2,660.72	24.05	239.81	6/1.93 242.27	1,821.13

ZZ-Greenville Health System ZZ-Greenville Health System Scrubs	ZZ-Grady Health System (II) ZZ-Grady Health System Lab Coats	C ZZ-GMC Wound Treatment Center	S ZZ-GMC Suwanee Specialty Center		ZZ-GMC Pain Management Center	_		5 77-GMC Imaging Center at Hamilton Mill	T7.GMC Gwinnett Extended Care Center	LO 44 CMC Clancy Bobbbilitation Center	CEGMC Contract Labor	C Z GMC Cancer Support Center	ZZ-SMC Cancer Center - Snellville	D ZZ-GMC Breast Center	O 77-GMC Academic Internal Medicine Partners	1 24-hoya Medical Center	7 Z D PRPG Weight Loss Services	25pRPG Spartanburg Internal Medicine	ZZ-3pRPG PMC Center for Women	ZSpRPG Palmetto Pediatrics - West	IL ZESPRPG Palmetto Pediatrics - North Grove	C 7 SpRPG Pacolet Family Medicine	22-5pkPG MGC Occupational Health - Westside	122-pRPG Magnolia Plastic Surgery - Greer	1ZEpRPG Internal Medicine - Greer	L)ZZepRPG Inman Family Medicine	1ZEpRPG Family Physicians - Landrum	270hRPG Family Physicians - Boiling Springs	TZ-SpRPG Family Medicine - Converse Heights	ZZ-SpRPG Corporate Health - Greer	07256 RPG Center for Family Medicine - Chesnee	Ozona Reliabilitation - Inica Ozona Reliabilitation - Inica Ozona Reliabilitation - Inica	OZASPRHS Rehabilitation - West Sparrangurg	RHS Rehabilitation - Pelham Medical Center	1-72-SpRHS Rehabilitation - East Spartanburg	1 2 2 2 2 3 3 3 3 8 8 8 8 8 8 8 9 8 9 9 9 9 9 9 9	278 PMS Regional Hospice Home	TZ-SpRHS PMC Comprehensive Pain Center	2z-spRHS Outpatient Imaging Services - North Grove	Z-SpRHS Ortho Surgery Eastside/Ortho Trauma Services	• 2z-SpRHS MGC Internal Medicine Westside	(*2z-SpRHS Gibbs Cancer Center - Pelham	7Z-SpRHS Gibbs Cancer Center - Gaffney	2-SpRHS Cardiac Pulmonary Renabilitation	Q2-MEM Ooltewah Imaging Center	ZZ-CHOA Webb Bridge	Row Labels 本語 The Service Ser	THE RESIDENCE OF THE PROPERTY
312,486.37 13,282.07	3,167.36	443.93	0.00	447.83 71 58	380.01	1,917.22	651.83	810.31	8.384.91	4.050.83	18,459.00	0.00	139.02	1,452.45	0.00	50,000	108.78	154.44	161.11	24.43	8.14	0.00	279.65	122.09	144.61	0.00	126.75	44.37	62.10	152.45	0.00	6,157.29	971 00	156.70	174.09	84.71	2,701.48	1 737 62	2,461.95	0.00	0.00	469.24	43.83	689.92	2,197.00	711.76		
270,934.66 12,316.21	2,568.13	399.60	0.00	326.24 0.00	330.03	1,570.54	423.42	401.32	6,543.13	2.939.67	18,459.00	0.00	158.18	1,074.89	0.00	500.00	70 577 99	0.00	105.68	0.00	13.65	37.32	313.04	144.57	122.01	44.58	114.74	89.34	50.17	159.61	50.05	5,446.05	679.90	217.99	216.46	128.09	2,005.34	1 447 33	2,612.99	0.00	0.00	466.14	78.92	430.47	2,153.65	1,110.45		
291,528.46 14,805.90	2,637.07	361.13	0.00	484.14 53.82	578.99	2,142.43	821.16	459.80	9,891.82	4.896.78	18,/35.89	0.00	298.25	1,398.84	21.62	507.50	91 466 50	0.00	232.63	0.00	26.93	33.39	329.13	154.68	208.75	202.49	180.44	43.30	37.77	201.54	21.11	6,245.81	1.142.33	164.84	311.05	52.43	2,363.33	1.804.35	3,251.69	0.00	0.00	624.59	181.17	780.64	2,492.76	1,155.28		
273,598.34 14,060.40	2,593.84	468.67	136.52	434./3 91.49	510.34	2,268.32	564.31	440.47	8,570.59	3.595.51	18,735.89	0.00	185.37	1,130.86	0.00	507.50	83 750 87	0.00	187.93	144.97	0.00	0.00	250.55	106.99	1/5.3b 41.74	0.00	0.00	90.54	57.25	193.86	21.18	5,345.20	742.37	198 38	255.37	57.89	1,990.65	1.404.99	2,435.72	0.00	0.00	492.90	57.61	518.68	2,193.46	1,029.14		
278,130.23 15,231.46	3,242.30	329.14	0.00	426.51 169.52	594.18	1,914.62	579.39	659.16	10,335.26	4,084.06	0.00	0.00	191.87	992.66	22.60	507.50	90.543.76	3C 2C	183.18	0.00	14.15	42.76	353.66	106.60	0.00	0.00	81.45	52.09	51.25	230.35	24.40	6,406.64	1,148.88	159.50 274 19	195.28	81.58	2,116.77	1,784.86	2,706.49	0.00	0.00	538.18	149.52	779.21	426.98	2 245 89	Sum of MAY Sum of JUN Sum of JUL Sum of AUG Sum of SEP Sum of OCT Sum of NOV Sum of DEC	
272,963.20 16,001.45	2,593.84	384.12	0.00	72.65	714.37	1,930.23	339.06	442.66	9,251.04	3,528.87	0.00	0.00	194.97	1,267.25	0.00	507.50	88.398.87	160.76	250.65	149.61	0.00	0.00	284.70	147.86	15.45	97.53	127.77	98.18	74.88	0.00	68.53	4,702.31	914.18	324.62	210.46	71.48	1,672.38	1,634.50	100.49	3 639 40	0.00	820.75	39.41	719.50	174.01	2.499.22	n of JUN Sun	
269,937.77 17,758.43	2,593.84	446.72	0.00	390.31 123.78	506.04	1,531.66	256.37	530.17	7,875.32	3,756.03	0.00	0.00	163.05	887.77	0.00	507.50	82,613.91	0.00	126.95	0.00	27.03	0.00	315.14	96.02	36.04	130.66	150.58	65.82	31.47	37.30	30.60	4,262.08	769.20	339.94	259.48	81.23	1,603.55	1,589.02	64.45	2 622 27	0.00	446.77	120.31	525.23	378.57	2.195.33	n of JUL Sun	
282,519.01 19,491.29	3,242.30	341.52	0.00	161.45	462.34	1,828.00	616.87	395.81	10,712.87	4,140.22	0.00	10 725 90	227.01	1,270.56	71.28	507.50	92,108.12	170 50	299.31	92.58	3.00	33.83	319.10	125.85	19.83	163.52	131.96	92.85	61.56	0.00	0.00	4,513.00	1,198.89	369.56	268.39	43.04	1,961.48	1,532.17	169.31	2 805 42	36.55	618.38	42.29	757.75	378.57	2,166.15	n of AUG Sun	
272,671.07 15,368.08	2,593.84	570.70	95.01	72.65	696.67	1,891.56	415.09	461.62	8,435.67	3,431.87	0.00	19 735 89	248.70	976.64	0.00	507.50	90,776.92	0.00	1/3./3	75.26	30.84	0.00	394.71	132.40	24.10	17/1.08	0.00	54.96	29.98	0.00	60.57 775 66	5,521.67	945.49	304.23	242.32	76.01	2,229.52	1,536.03	71.32	2 721 63	14.25	712.67	165.81	465.60	189.29	2,464.79	of SEP Sun	
258,942.32 13,679.99	3,242.30	371.71	0.00	64.58	413.59	2,088.69	809.84	517.38	8,854.64	3,165.71	0.00	18 735 89	203.18	1,046.88	0.00	507.50	90,050.46	158 46	345.94	245.07	0.00	48.38	229.77	177.54	31.00	201 30	119.01	45.53	92.31	38.12	11.83 771 38	5,236.20	874.22	839.78	214.63	101.56	1,576.19	1,418.13	73.91	2 840 65	48.46	611.65	54.42	661.68	307.28	2,561.91	n of OCT Sur	
258,629.16 15,716.72	2,593.84	333.89	0.00	118.39	610.81	1,471.39	348.19	573.40	7,947.52	2,759.62	0.00	18 735 89	224.30	1,134.85	0.00	507.50	81,409.52	146.50	00.0	210.00	0.00	0.00	350.53	119.46	29.17	145.90	97.53 7F 60	81.79	44.39	0.00	32.97 195 62	5,261.74	1,102.61	268.25	221 55	71.42	1,498.49	1,592.98	49.68	2.545.37	24.01	565.49	105.00	542.24	149.56	2,276.50	n of NOV Sui	
253,771.74 15,934.48	1,902.15	511.02	0.00	0.00	717.40	225.99	409.64	606.47	3,877.42	1,089.10	0.00	18 735 89	118.67	1,601.70	0.00	507.50	86,813.46	213 79	000	170.10	0.00	49.11	104.65	120.78	42.91	202 66	119.01	0.00	49.55	15.17	0.00	5,196.63	1,020.86	253.57	284 51	135.03	2,031.77	1,631.30	136.02	2.524.47	0.00	592.31	58.33	679.38	367.30	2,854.57	•	
3,296,112.33 183,646.48	32,970.77	4,962.15	231.53	999.89	6,514.76	20,780.66	6,235.17	6,298.57	100,680.19	41,438.26	0.00	33.22	2,352.57	14,235.36	115.51	6,075.00	1,045,833.62	1 782 90	2,400.19 637 37	749.70	123.74	244.79	3,524.63	1,554.84	317.95	1 996 97	1,249.23	758.75	642.66	108.46	321.23	64,294.62	11,509.92	4,074.68	2,712.03	984.46	23,750.94	19,113.28	1,103.68	32.158.07	105.14	6,959.06	1,096.60	7,550.29	3,418.96	28,301.23	Total 2017 12.126.13	

ZZ-SpRPG Ear, Nose, and Throat - Spartanburg	ZZ-SpRPG Ear, Nose, and Throat - Greer			S ZZ-SpRHS PMC Surgery Center	1 ZZ-SpRHS Pediatric Rehabilitation	ZZ-SpRHS Ellen Sagar Nursing Home					Œ,	۷h	ih	ZZ-NGHS Laurelwood	Æ	O ZZ-NGHS Lanier Med Transport	Š	7	Memorial Hixson Hospital	Pi	ZZMEM Atrium Sleep Center	СÞ	ZedilX Physical Therapy	Ze Zerbin Clinic Family Medicine - Armuchee	OZZ-Harbin Clinic Family Medicine - Adairsville	17 Plarbin Clinic Dialysis - Summerville	152 Harshin Clinic Dialysis - Calhoun	1 ZEHarbin Clinic (Main)	O Zabarbin Clinic (Cancer Center)	Zenarbin Clinic (550) Specialty	☐ZZ-Harbin Clinic (504) Cardiology	77-Harbin Clinic (130) Physicians Center	Uz Darbin Clinic (14) Cedartown	ZZZ winnett Medical Center Lawrenceville	OZ-Awinnett Medical Center Duluth	122-Winnett Medical Center Dietary	5/26 rHS University Medical Group Ob/GTN	TrodrHS Surgery Center- Boiling Springs	Zing HS Satellite Accounts	7z-GrHS Proaxis Therapy S Pine St	2Z-GrHS Proaxis Therapy Oak Grove	7.22-GrHS Pediatric Specialists - North Grove	OZ-GIHS Patewood Memorial nospical	ZZ-GrHS Patewood Medical Campus	Zz-GrHS North Greenville Hospital	2. GrHS Hillcrest Memorial Hospital	92 Z-GrHS Greer Memorial Hospital	, ZZ-GrHS Greenville Memorial Medical Campus	
179.02	0.00	8,708.18	0.00	2,999.70	14,467,65	5,978.52	3,140.09	39,689.33	5,882.56	168,172.08	1,661.00	250.00	0.00	2,233.42	873.60	250.00	241.00	114,651.26	30,803.26	469.44	147 31	379 OC	186.36	0.00	26.69	264.60	176.40	5,480.19	1,022.34	2,405.79	984.65	254.20	400.95 1 498 56	182,090.11	52,486.99	1,080.00	90.00	2.00	0.00	6.72	6.11	0.00	0 92	0.00	0.00	286.64	74.57	9	Sum of JAN S
177.28	5.80	0.00	58.03	2,316.60	14.475.52	6,121.34	3,020.87	39,945.00	8,138.49	155,986.15	1,661.00	200.00	0.00	200.00	974.78	200.00	233.00	101,606.50	29,923.20	568.18	131.63	4/6.43	100.23	3.90	21.25	302.40	126.00	735.12	1,275.38	2,560.07	1,229.14	202.69	1 513 37	167,610.12	48,489.45	696.00	92.70	6.11	0.00	7.64	4.58	0.00	0.00	0.00	10.00	339.54	56.09	26,776.30	um of FEB Su
0.00	0.00	0.00	0.00	3,439.15	15.732.50	7,151.97	3,055.02	44,952.04	8,103.83	162,658.44	1,661.00	203.00	0.00	258.60	1,394.68	203.00	256.56	116,439.85	35,817.59	299.08	141.46	650.33	1/3.63	0.00	18.77	349.65	283.50	800.10	1,148.06	2,805.59	1,241.05	325.85	1.648.96	198,523.90	58,498.23	876.96	117.00	15.57	0.00	9.62	7.76	6.52	1.86	0.00	0.00	281.37	58.00	30,355.83	Sum of FEB Sum of MAR Sum of APR Sum of MAY Sum of JUN Sum of JUL Sum of AUG Sum of SEP Sum of OCT Sum of NOV Sum of DEC
0.00	0.00	0.00	0.00	2,776.95	13,331.06	5,721.48	2,876.60	43,726.99	7,602.39	151,716.93	1,661.00	203.00	0.00	203.00	933.60	203.00	220.67	106,184.34	32,230.78	516.30	105.32	510 93	90.65 422.89	1.40	56.08	302.40	236.70	510.30	3 817 83	2,676.41	1,190.50	322.24	2,117.61	179,725.05 503.14	56,901.12	864.78	93.60	10.86	0.00	5.28	4.65	4.34	0.62	0.00	0.00	249.82	26.97	29,897.00	m of APR Sur
0.00	0.00	0.00	0.00	2,744.50	15,239.64	00.0	3,182.69	41,449.63	9,133.38	175,400.28	1,661.00	253.75	0.00	203.00	1,161.26	253.75	294.46	105,860.34	33,699.25	286.47	204.10	736.85	367.07	103.00	20.76	264.60	285.75	724.50	3.897.05	2,646.73	1,185.34	227.19	2,038.57	184,128.41	55,691.64	1,218.00	93.60	13.96	0.00	7.76	4.65	2.79	0.93	0.00	0.00	233.03	33.07	32,204.20	n of MAY Sun
0.00	0.00	0.00	0.00	3,095.95	13,320.11	0,00	3,134.79	42,330.33	7,448.71	161,308.66	1,661.00	203.00	50.75	253.75	2,450.16	203.00	226.71	108,165.47	32,811.15	348.76	171.32	593.67	519 16	67.39	24.54	412.65	321.30	749.70	4.827.92	2,779.17	1,100.59	224.12	2,004.13	286,811./1				6.21	0.00	9.31	7.76	24.82	2.17	0.00	0.00	230.49	29.51	26,804.47	n of JUN Sur
0.00	0.00	0.00	0.00	2,819.30	13,227.05	00.00	2,/90.02	42,617.50	7,677.91	147,822.27	1,661.00	253.75	0.00	206.06	2.573.55	1 105 52	229.51				156.66	359.91	405.57	77 65	13.10	239.40	195.30	759.15	6,324.29	2,268.25	1,089.17	169.48	1,812.73			1,096.20	93.60	7.76	0.00	9.31	7.76	1.86	0.93	0.00	0.00	0.00	28.49	24,807.31	n of JUL Sur
0.00	0.00	0.00	0.00	2,932.05	14,854.87	0.00	2,906.43	44,036.89	8,287.70	152,603.28	1,661.00	203.00	0.00	203.00	2.486.06				31,086.02		334.12	406.75	336.17	66.88	13.10	321.30	371.70	724.50	7,462.64	95.288	1,242.06	103.66	2,498.92	543.00	56,688.01	1,394.61	93.60	21.72	0.00	0.00	10.86	9.31	2.79	0.00	0.00	0.00	25.44	29,081.07	n of AUG Sur
0.00	0.00	0.00	0.00	3,058.55	13,445.02	0.00	2,997.17	42,834.76	8,689.78	158,289.67	1,661.00	203.00	0.00	258.84	2,507.06	1 203.87	257.12				169.37	139.55	474.85	51 45	13.10	220.50	233.10	800.10	6,469.06	488 17	1,033.25	99.50	1,762.37	494.60	50,430.90	1,181.46	117.00	13.96	0.00	000	6.21	3.10	1.86	0.00	0.00	0.00	51.90	24,804.30	n of SEP Sur
0.00	0.00	0.00	7 905 30	3,308.80	13,938.40	0.00	2,915.72	43,183.94	7,126.97	147,591.82	1,661.00	253.75	0.00	203.00	2,186.80	1 187 64	266./1	106,592.47	31,008.72	649.45	233.92	468.20	482.81	176.53	42.40	56.70	277.20	860.22	7,111.55	1.177.18	1,064.66	395.23	2,122.98		53,394.59	1,071.84	93.60	0.00	0.00	0.00	6.21	4.96	0.93	0.00	0.00	0.00	24.42	28,766.31	n of OCT Sur
0.00	0.00	0.00	7,094,40	2,874.85	14,983.98	0.00	2,562.55	41,824.32	6,862.63	155,449.13	1,661.00	203.00	0.00	203.00	2,181.51	1 641 47	326.34	101,516.39	29,067.88	234.82	220.72	684.14	383.79	114.11	26.60	277.20	226.80	703.08	6,615.27	1.214.35	1,025.70	131.71	1,792.40	536.92	57,998.18	816.06	93.60	7.76	0.00	0.00	6.21	4.65	1.55	0.00	0.00	0.00	118.04	22,817.06	n of NOV Sur
0.00	0.00	0.00	0.00	3,506.80	12,212.04	0.00	7,000.55	3 600 35	7,922.85	157,903.07	1,661.00	203.00	0.00	261.88	2,121.43	1.196.03	2/1.02	106,730.49	36,931.42	304.06	179.52	421.80	545.79	221.30	0.00	289.80	264.60	788.94	5,730.36	1.344.24	1,009.79	295.43	1,549.12	_		1,169.28	117.00	15.52	0.00	0.00	3.10	2.79	0.93	0.00	0.00	0.00	155 18	21,840.00	
356.30	5.80	0.00	58.03	35,873.20	169,227.84	0.00	33,163.20 89 169 18	517,566.58	92,877.20	1,894,901.77	19,932.00	2,632.25	50.75	2,654.13	28,322.53	14.398.25	3,159.60	1,285,953.34	384,787.41	4,447.62	2,190.44	5,802.57	5,316.33	1.429.27	2/6.39	3,301.20	2,998.35	8,798.31	64,078.32	12.565.77	13,395.90	2,751.30	22,359.67	5,747.92	2 285 031 85	12,488.31	1,188.90	122.42	0.00	0.00	70.65	65.16	15.50	0.00	19.53	0.00	7 678 87	334,131.01	Total 2017

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5.361.12	5,850.51	5,818.41	5,617.00	5,321.42	6,061.74	6,596.75	5,551.37	6,483.96	5,159.04	5,609.60	10 H
3,729.85	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ト フガAMC Trinka Davis Veterans Village
1,608.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ZZ-VAMC Ft. McPherson Bldg
2,340.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	D ZZ_WAMC Atlanta Clinic Facility
37,767.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	OZZ VAMC Atlanta
6,028.83	7,614.55	7,438.19	7,349.02	7,935.27	7,483.16	7,124.45	7,604.17	8,083.61	7,617.17	8,397.00	
10,742.00	10,742.00	13,427.50	10,742.00	13,427.50	10,742.00	10,742.00	13,427.50	10,480.00	10,480.00	10,480.00	125 MC Contract Labor
25,416.94	26,321.51	23,345.45	22,370.61	22,413.29	21,770.52	21,556.34	22,078.02	22,769.72	21,537.23	22,063.33	ZATanner Medical Center/Villa Rica
60,870.73	62,802.89	65,885.14	65,467.93	59,462.07	60,082.62	63,185.74	58,260.63	64,681.16	56,860.39	59,474.16	1, 22-Tanner Medical Center/Carrollton
1,930.80	109.62	833.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ZŽ→anner Medical Center/Alabama
80.60	152.65	93.79	131.68	131.22	173.90	104.39	184.84	126.35	96.35	97.00	ZEPolk/Floyd Wound Center
7,091.24	7,570.33	7,714.86	7,798.92	6,758.13	7,734.62	8,829.21	6,909.89	7,912.52	6,633.43	7,376.62	L Zzerolk Medical Center
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CZANH Southern Neurology
0.00	0.00	0.00	0.00	26.93	47.88	108.06	0.00	82.84	76.88	43.09	OZZENH Imaging Center
29,239.38	30,185.26	28,535.79	30,249.53	28,010.39	29,363.82	30,659.40	26,402.93	29,164.14	25,490.19	26,506.14	OZZ-Piedmont Newton Hospital
536.15	840.31	1,197.94	923.99	940.34	999.09	1,155.38	902.74	1,200.39	1,068.52	1,098.95	1ZZ Beachtree Christian Hospice
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1720 Arkside Children's Learning Center
3,950.58	4,192.94	4,150.60	4,035.53	4,075.12	3,741.42	4,577.77	3,578.69	4,747.64	4,500.05	7,472.98	DZZ Murray Medical Center
627.84	545.88	496.04	566.40	498.56	866.94	727.30	425.96	513.84	502.79	548.11	1775 BMH Women's Breast Health Center
199.72	315.11	258.71	440.84	271.13	258.63	291.55	357.24	288.52	299.17	427.75	770 BMH Outpatient Therapy Services
26,259.15	31,351.50	27,049.01	30,108.37	24,977.08	28,020.09	27,478.49	26,252.17	32,503.42	27,690.17	28,341.47	77 Mary Black Memorial Hospital
33,963.00	33,963.00	33,963.00	33,963.00	33,963.00	33,963.00	33,963.00	33,963.00	33,963.00	33,963.00	33,963.00	1 77-Hospital Services, Inc Contract Labor
23,673.14	28,123.40	25,425.60	26,756.80	22,416.51	27,184.55	25,989.91	20,740.39	29,410.56	26,128.30	26,811.19	to Planton Hospital
2,675.84	1,166.72	1,742.99	0.00	0.00	0.00	2,153.16	2,182.28	2,344.32	1,369.70	2,289.75	17719HS Emergency Medical Services Sylvester
0.00	0.00	0.00	0.00	0.00	0.00	333.89	94.09	117.83	120.20	110.47	D77018 Emergency Medical Services - Sylvester
5,248.00	6,642.00	8,036.00	19,123.60	4,756.00	6,068.00	2,624.00	21,911.78	5,248.00	5,248.00	5,248.00	TOTAMIS Direct Sale
25,792.50	25,792.50	25,792.50	25,792.50	25,792.50	25,792.50	25,792.50	25,792.50	25,792.50	25,792.50	25,792.50	THE Contract Labor
27.87	57.58	55.75	71.05	93.39	0.00	0.00	0.00	0.00	0.00	0.00	A Northwest Georgia Women's Care
98.76	134.50	136.72	174.56	82.13	109.18	141.97	120.98	99.11	39.76	49.96	17-GH North Georgia Cancer Center
498.12	413.59	370.79	491.21	349.53	241.73	361.88	341.36	371.19	357.52	253.81	1 Harris Radiation Therapy Center
59.14	71.53	70.18	131.56	54.72	94.10	60.10	72.29	318.17	94.92	67.63	Orbest Point Grady Health Center
37,956.08	40,479.48	45,904.68	50,156.85	50,118.96	46,492.13	49,715.19	49,098.51	53,762.94	45,089.57	46,333.33	77 Operation Health & Rehabilitation Center
2,243.40	3,033.55	2,849.05	3,179.26	2,615.08	2,663.21	4,156.59	2,520.16	2,429.24	2,173.54	2,820.84	77-Crestview Direct Sale
9,711.55	9,711.55	12,139.44	9,711.55	12,139.44	9,711.55	9,711.55	12,139.44	9,711.55	9,615.40	9,615.40	17. Cractview Contract Labor
200.55	140.24	183.31	137.14	142.59	191.43	144.70	148.64	154.07	130.48	108.28	7-Asa G. Yancev. Sr., MD Health Center
416.71	308.04	461.57	418.15	396.80	448.09	393.95	475.78	484.24	383.98	333.47	Onfectious Disease Program
175.64	170.34	103.30	148.60	155.08	176.70	318.40	201.28	225.00	213.00	54.44	Parhin Clinic Vein Center
997.65	933.19	1,044.03	894.58	1,039.02	862.25	663.76	935.51	878.74	563.08	947.47	Gwinnett Surgery Center, LLC
260.50	226.50	323.00	142.50	202.00	455.00	209.00	413.00	267.50	495.50	261.50	Coldstar EMS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CMCD Direct Sale
85.02	0.00	0.00	0.00	64.20	0.00	0.00	0.00	232.49	0.00	0.00	(27-SpRPG Lung & Chest Medical Associates
							0100	1000	1.10		A - DREG Family Wedicine - Not the Glove

Revenue By Customer - 2018

Fresenius Medical Care of Honey Creek Fresenius Medical Care of South DeKalb/Rockdale		Fresenius Medical Care of Decatur		1 FGPG Yorktown III (Ste 207)	FGPG Yorktown I (Ste 100)					m chinwoody Urgent Care		Penter for Advanced Rehabilitation - SACU 3rd Floor		O Control for Advanced Behabilitation	26	3 Carlton Breast Center at Meredyth Place	_			Med Health Sleep Lab	_	01 An Med Health Medical Center			1 Intran Medical Transportation, Inc.		_	AMH Thomasville Physical Therapy		Oyle Bolkom Barkway Nirrsing Home Oyle Bolkom Barkway Nirrsing Home	O AMH Mitchell County Hospital	1/30H Mitchell Convalescent Center	ட்டு க்கூ Lewis Hall Singletary Oncology Center	AMH Grady General Hospital) 11 31 Glenn-Mor Nursing Home	AMH Cardio Consultants of South Georgia	1 AMH Brooks County Hospital	AMH Bainbridge Specialty Clinic	3 AMH Archbold Sleep Center	AMH Archhold Primary Care	DAMI Ambulatory Care Center DAMI Ambulatory Care Center	O'NOW Labels O'NOW Labels O'NOW Labels
633.44 870.18	903.65	579.67	87,030.64	235.40	254.13	117.70	285.24	0.00	1,255.76	229.52	0.00	3,475.29	0.00	8,489.02	733 73	494.90 6 559 73	10.77	/9,394.36	386.62	177.63	21,868.51	81,509.79	6,337.14	0.00	1,869.83	310.69	424.56	589.57	20.40	5.552.93	732 18	801.87	1,824.06	9,239.46	4,590.24	135.28	3,475.20	135.47	304.36	0.00	2,940.38	878.85
617.39 7 4 5.26	823.09	460.10	00.0 58.6T9'68	235.40	344.01	117.70	161.43	0.00	979.16	130.35	0.00	944.00	0.00	6.192.62	305.00	500.00	25.10	69,205.04	227.84	208.11	18,550.20	71,599.97	5,538.19	0.00	1,415.61	286.66	535.92	743.83	0.00	4,710.63	1 239.10	2,264.26	2,048.51	7,600.55	4,434.62	156.11	3,066.48	77.29	379.75	50.71	2,784.84	955.96
952.03 986.01	1,446.90	655.11	84,359.79 0.00	353.10	324.75	176.55	113.66	0.00	1,000.75	183.40	0.00	1,404.62	0.00	8,854.59	279.02	6 652 03	346 13	00.0	666,43	272.60	20,343.15	77,506.25	4,965.62	0.00	586.36	211.80	361.76	587.69	0.00	6,062.81	610.97	2,323.32 7 336.67	2,061.76	13,980.53	5,255.54	150.64	4,325.71	176.20	418.32	37.71	3,151.40	1.006.99
621.14 626.40	955.06	552.96	0.00	235.40	281.41	125.19	173.50	3,422.10	858.37	116.42	0.00	2,079.94	0.00	7,874.74	266 28	5 595.02	364.10	59,072.79 76,77	3/8.0/	172.35	18,887.03	74,615.96	5,285.88	0.00	734.02	210.14	297.67	618.11	0.00	5,776.63	1.212.38	7.241.98	1,561.59	13,065.49	4,668.32	144.68	4,745.68	102.16	401.24	0.00	2,205.74	1,064.83
856.54 926.10	1,294.79	590.22	0.00	294.25	404.46	117.70	181.04	0.00	1,073.70	76.46	0.00	1,531.92	580.94	7,230.26	333.02	7.457.12	777 88	61 77	19.83	291.94	20,862.16	77,821.34	6,276.41	0.00	676.24	238.53	404.50	530.85	0.00	5,418.89	1,363.01	507.07	2,124.92	(4,250.38)	4,823.75	81.47	56.18	89.72	566.40	130.57	3,174.09	1,126.06 890.19
531.83 638.64	535.81	318.54	0.00	235.40	385.20	117.70	225.83	4,532.25	1,273.85	86.94	503.67	0.00	5,897.49	0.00	252.39	6.563.80	217 16	00.0	589.20 60 365 21	224.53	19,048.65	77,191.56	5,224.87	631.30	0.00	128.23	360.83	602.71	0.00	5,988.48	2,019.63	4,546.67	2,732.27	1,308.88	5,267.42	127.62	3,045.72	117.89	436.74	95.15	2,455.45	9
662.63 1,030.16	1,125.26	495.50	0.00	100 442 33	836.10	176.55	376.13	0.00	903.30	118.26	5,116.61	0.00	9,595.51	0.00	281.17	7,125.10	327.22	81.13	52 3/6 35	262.63	19,601.45	76,002.03	5,631.15	1,316.26	0.00	279.07	328.41	685.93	0.00	5,716.57	1,204.76	5,164.87	7 345 64	1,668.86	4,938.97	20202	3,536.44	164.70	454.44	24.68	2,433.41	1,051.22
859.88 863.69	1,171.59	625.65	0.00	124 789 93	513.55	251.45	130.72	3,708.65	1,318.78	118.15	769.40	0.00	7,871.11	0.00	178.81	7,002.62	311.35	0.00	53 F09 C3	1/5.8/	22,378.34	73,376,34	6,423.60	792.34	0.00	198.96	308.35	617.68	0.00	6,207.63	964.02	4,754.99	2 608 48	1,002,33	4,//3.59	145.51	2,958.58	123.78	556.44	10.20	3,583.71	943.49 759.7
669.18 563.95	1,103.58	456.28	160,369.74	235.40	451.01	176.55	332.58	4,687.00	975.08	100.12	0.00	0.00	6,537.05	0.00	330.22	6,676.40	297.80	80.26	51 000 32	335 57	18,435.70	/3,363.19	5,371.46	174.41	0.00	206.78	356.08	509.16	0.00	5,077.48	1,314.32	4,089.33	2 058 11	0,709.57	4,023.36	86.14	2,615.31	137.65	401.89	66.91	2,452.46	759.78
6,404.05 7,250.37	9,359.72	4,734.03	160,369.74	2,293.81	3,794.59	1,377.09	1,980.14	16,350.00	9,638.75	1,159.62	6,389.68	9,435.77	30,482.10	38,641.22	2,360.74	59,443.92	3.003.20	407.88	547 198 38	1,960.13 1 3 1 9 3 1	1/9,9/5.19	170 07F 10	51,054.32	2,914.31	5,282.06	2,070.86	3,378.07	5,485.52	20.40	50,512.05	10,660.36	43,634.39	19.626.12	15 707 11	60,705,70	1,114.85	27,825.30	1,124.87	3,919.58	415.92	25,181.48	8,677.37

Phoebe Sickle Cell Clinic Phoebe Sleep Disorders Center		Phoebe Putney Memorial Hospital (North Campus)	Phoebe Orthopaedic Specialty Group . Phoebe District Manager (Main Campus)		Phoebe Neurosurgical Associates			Thoshe Healthworks	5 Hehoebe Gestroenterology Associates	Thoshe Family Medical Center - Pelham	C Depose Family Medical Center - Canning	Alloebe Family Medical Center - Camilla	Phoebe Elmik Medical Center - Albany	O Anoebe East	1 Choebe Diagnostics imaging Center	3 thoebe Community Care Clinic	1 Phoebe Community Benefit	Halmetto Hemtology Oncology - Union	E Arthopedic Specialties	ertheast Georgia Medical Center Barrow	☐ @Jorningside of Albany	01 A oody Air Force Base Clinic		5 Clidtown Neurology PC		Then ReplaceMedical Associates	Linen Replacement in Excess of Allowance (TRIST)	inen Replacement in Excess of Allowance (EP)	er and son G. Black, MD LLC	De-Anne Burgin Nursing Home	016 Houston Surgery Center	/1 Couston Perry Hospital	TO Builton Medical Center	19 Pospice of the option	1 Respice of the Unstate	Home mospice Nuises - Direct Sale	1 Condition Number - Direct Sale	O Georgia State Officersity Student Hearth Smith	Georgia Regional Hospital		Georgia Baptist College of Nursing - Wercer University	O Row Labels	
0.00 747.92	0.00	7,370.03	75.334.09	1,210.49	7.15	8.45	15.28	387.73	0.00	19.18	54.93	10.08	65.65	1.505.55	23.48	70/ 23	9.10	4.40	35.22	9,144.81	0.00	599.60	3,518.16	0.00	27,235.02	0.00	0.00	0.00	04.65	3,470.46	4,187.38	12,722.12	86,461.07	2,581.14	3,616.71	203.30	568.52	166.50	150.00	14 970 56	0.00	۱,	
0.00 425.10	0.00	8,513.62	74.705.90	1,188.20	41.93	0.00	0.00	857.45	25.68	0.00	19.50	21.45	60.13	1.109.65	85.00	88 089	0.00	0.00	0.00	7,407.60	0.00	719.42	3,316.77	346.85	22,277.83	0.00	0.00	0.00	00.4	2,944.65	3,623.16	11,398.98	76,929.33	2,490.02	2,747.66	526.33	298.45	205.50	150.00	11.567.80	24.65	ਤ	Sim of FFB Su
0.00 624.94	0.00	7,592.53	76.356.62	1,343.23	39.65	0.00	0.00	546.00	0.00	0.00	3.58	0.00	21.78	1,175.58	311.03	782 93	70 23	7 80	00.01	7,219.36	0.00	1,183.62	4,440.86	412.51	26,333.58	57.01	0.00	0.00	000	3,417.30	4,503.38	12,292.78	88,390.58	3,004.81	3,323.05	586.25	629.26	393.50	225.00	16.490.49	0.00	9	Sum of MAR Su
0.00 641.00	0.00	8,003.21	74,608.78	1,600.82	42.25	0.00	20.48	507.98	0.00	17.55	51.68	30.23	36.08	1,191.83	53.30	768.30	54.78	0.00	0 00	8,090.83	0.00	1,057.70	3,024.96	323.65	25,354.03	0.00	0.00	0.00	000	5,695.50	4,398.66	15,034.83	80,388.06	2,393.59	2,882.98	276.06	0.00	374.00	159.80	12,759.29	0.00	ŏ	Sum of APR Su
0.00 447.85	0.00	7,914.35	80,450.91	1,569.62	22.43	0.00	0.00	582.08	27.30	0.00	53.30	0.00	14.95	1,154.82	135.53	994.18	80.60	000	14.88	9,601.41	0.00	1,105./6	3,942.18	419.05	27,228.55	34.49	39,619.00	42,162.00	29 760.00	64.65	4,653.24	11,750.07	81,337.24	2,656.25	2,412.61	258.51	708.17	232.50	150.00	13,651.83	0.00	0.00	m of MAY Su
0.00 465.38	0.00	8,541.79	79,211.36	1,660.73	37.02	0.00	0.00	802.71	21.15	0.00	27.10	14.21	22.48	914.65	282.93	738.39	50.24	9.59	0.00	0.00	7 770	1,037.56	3,802.44	316.03	24,120.35	0.00	47,589.00	151,399.28	76.904.00	64.65	4,617.67	12,182.68	78,830.19	2,599.13	1,612.25	515.95	355.34	318.32	150.00	13,614.33	0.00	0.00	Sum of MAY Sum of JUN Sum of JUL
0.00 635.70	0.00	7,614.02	77,020.41	1,081.48	42.31	0.00	0.00	541.73	0.00	0.00	26.44	27.10	14.21	916.08	102.79	1.003.24	39.66	0.00	0.00	57 54	7 5 1 5 5 5	000	3,566.80	329.10	24,538.69	0.00	0.00	345.00	3.752.00	64.65	3,262.63	14,520.47	83,852.42	2,714.01	2,611.18	436.66	0.00	454.09	150.00	13,750.46	0.00	\circ	
0.00 465.24	0.00	7,602.03	81,896.90	1,813.03	43.96	0.00	0.00	677.87	26.44	0.00	107.09	0.00	45.28	1,150.32	142.46	809.46	140.14	2.97	00.0	104.16	10.446.39	9.00	3,5/9.81	447.96	24,275.80	123.91	40,599.08	48,440.04	19,116.12	129.30	4,802.92	14,223.90	87,976.77	2,874.15	2,385.41	383.06	0.00	263.40	300.00	14,564.50	0.00		Sum of AUG Su
0.00 483.89	0.00	7,435.00	84,467.83	1,452.00 77.67	39.99	28.09	0.00	509.67	27.76	0.00	0.00	25.12	41.98	709.40	181.13	918.96	73.71	0.00	0.00	112.10	7 965 60	000.90	3,/95.2/	253.19	24,989.79	25.29	0.00	(8,129.00)	0.00	64,65	3 454 14	12,072.28	77,175.19	2,432.09	2,088.55	586.63	0.00	258.32	150.00	14,772.81	0.00	0	Sum of SEP
0.00 4,937.01	0.00	70,586.58	704,052.80	12,919.57	316.68	36.54	35.75	5,413.19	128.33	36.73	343.61	128.19	322.52	9,827.88	1,528.63	7,480.54	569.28	29.46	19.34	429.54	74 812 35	000	32,988.23	2,848.33	226,353.62	240.70	127,807.08	234,217.32	129,532.12	646.50	30,332.74	116,198.10	741,340.85	23,745.20	23,680.39	3,772.76	2,559.74	2,666.13	1,584.80	126,142.07	24.65	639.38	Total YTD 9/30/2018

WellStar AMC Morrow Healthcare	WellStar AMC Inman Park Physicians			S WellStar AMC Bone & Joint Specialists		NITAS Innovative Hospice Care - Stockbridge					5 LMAMC Augusta Uptown Division	m hi	C DAMC Augusta Downtown Division	WAMC Augusta Downtown Division	Amion County Emergency Medical Services	O T3 Labs, Inc.	1 SurgiCare Gwinnett	3 Durgery Center at Pelham	4 Symmit Orthopaedic Surgery Center	1 SPN Star Wipers, Inc - RAGS	Spartanburg Community College - Tyger River Campus Duncan	II Spartanburg Community College - Central Campus	Surthwest Georgia Regional Medical Center	Routhwest Georgia Physical Therapy	1/ Surhwest Georgia OB/GYN	1. Continue of the continue of	O Puthern Surgical Arts Calhoun	9 Plutheactern Interventional Pain Associates	STANC Outpatient Imaging & Specialty Care at Camp Creek	Ent Borional Modical Center	n RMCO Healthpies - Bambilira	O PACO Healthplex - Tontee	O Bylco Healthplex - Holly Hill	O tegional Medical Center of Orangeous	170 Andolph Medical Associates	5 Remier Orthopedics	1 Phoebe Wound Care & Hyperbaric Center) Phoebe Worth Medical Center	Phoebe Worth Family Medicine - Sylvester	1 Phoebe Tower Medical at Meredyth Place	Phoebe Sumter Wellness & Education Center	73 Phoebe Sumter Surgical Associates	Phoebe Sumter Orthopedics	Phoebe Sumter OB/GYN	O Phoehe Sumter Medical Center	C Row Jahrle 1
83.46	0.00	1,136.39	27.75	20.14	51.36	1,215.86	1 396 19	23 975 20	44.776.25	44,365.39	0.00	17,281.80	0.00	52,433.92	277.88	1,491.19	624.45	2,316.60	1,015.45	1,695.75	96.22	62.00	1,343.00	92.63	143.88	0.00	210.31	550.28	1,030.02	85.353.87	349.89	524.86	0.00	525.41	0.00 45 396 10	704.06	38.03	3,503.75	20.15	0.00	185.25	56.55	73.13	248.30	∞	Sum of JAN Sui
121.40	26.81	378.80	0.00	10.45	0.00	783.64	0.00	23,818.70	39.898.14	37,916.86	0.00	17,421.32	0.00	34,007.73	224.38	1,733.31	468.35	2,907.30	1,027.78	2,410.25	49.10	0.00	1,218.10	0.00	304.48	0.00	181.26	489.51	1,021.96	75,959.21	229.79	478.68	0.00	511.28	41 004 11	524.84	206.38	1,759.93	0.00	0.00	241.80	18.53	213.53	244.73	38	Sum of FEB Sui
154.03	20.84	929.77	0.00	0.00	51.36	1,284.45	0.00	27.821.02	45,700.64	51,287.45	0.00	25,768.59	0.00	48,026.52	214.00	1,372.26	496.05	2,896.30	1,196.47	0.00	92.26	0.00	995.25	24.70	541.56	0.00	314.39	521.78	1,312.86	80,168.05	126.68	415.65	0.00	423.80	43 162 07	249.04	136.83	3,0/9.43	0.00	27.95	182.98	34.13	185.90	249.93	ω	Sum of MAR Sui
130.59	0.00	1,394.66	7.07	18.46	0.00	1,427.21	106.00	25.652.95	40,705.25	46,105.24	727.71	17,596.85	1,982.18	40,683.07	224.38	1,529.54	565.03	3,070.65	866.79	2,814.70	8.43	39.68	1,128.92	63.05	319.00	0.00	132.47	858.44	1,077.56	73,110.79	180.98	364.03	0.00	322.74	45.687.88	405.32	207.68	2,153.97	15.28	0.00	133.58	53.30	52.00	193.38	òo	Sum of APR Su
162.46	18.27	568.19	14.15	35.66	0.00	2,089.24	106.00	29.590.70	43,063.38	47,884.02	20,770.87	0.00	49,429.46	0.00	277.88	1,370.51	716.91	2,732.40	1,112.20	2,921.10	0.00	87.79	1,131.65	9.75	604.12	37.45	112.35	778.92	1,357.92	82,272.20	354.28	449.88	153.22	729.16	46.218.83	0.00	260.00	3,001.99	0.00	15.60	213.20	17.55	80.93	141.38	10,491.33	m of MAY Su
116.83	14.30	826.46	38.25	31.98	51.36	1,401.88	0.00	29,718.89	48,968.85	47,990.14	17,435.60	0.00	39,927.80	0.00	218.01	1,058.36	248.54	2,708.39	881.47	8,935.10	0.00	0.00	1,401.49	50.24	545.93	361.02	0.00	558.41	1,484.86	82,566.84	0.00	484.93	0.00	441.15	44.660.73	0000	2/3.99	1,0/6.10	5.94	0.00	206.25	0.00	68.09	73.05	9,910.47	Sum of MAY Sum of JUN Sum of JUL
149.35	28.53	1,446.31	175.50	30.21	51.36	1,308.73	0.00	27,841.12	40,809.34	45,407.05	21,027.75	0.00	39,968.95	0.00	277.88	1,874.03	549.91	1,986.50	1,490.56	5,351.65	0.00	0.00	1,230.74	78.33	416.16	534.57	0.00	483.53	1,403.89	74,172.25	148.24	403.46	0.00	437.82	46,418.42	000	57/30	2,000.30	16:0T	22.81	149./3	40.32	51.89	19.83	10,357.00	
170.24	3.63	413.23	351.00	19.08	51.36	1,282.35	0.00	32,413.36	50,335.01	48,524.53	23,473.54	0.00	49,527.71	0.00	267.50	1,782.18	730.39	2,500.94	1,400.42	3,711.00	0.00	0.00	1,329.10	89.90	620.21	330.95	0.00	886.24	1,189.69	88,980.77	141.59	418.14	0.00	381.85	44,174.80	000	355.03	190.47	20.12	25.42	220.13	18.51	83.95	70.07	11,957.73	Sum of AUG Sum of SEP
104.65	26.53	1,239.70	0.00	36.92	0.00	1,242.49	0.00	26,877.75	44,309.15	31,971.64	19,042.64	0.00	38,268.00	0.00	224.38	1,018.89	376.33	2,284.95	1,087.87	2,040.45	0.00	0.00	1,474.00	108.74	430.03	44.08	0.00	721.87	1,149.59	83,877.06	185.31	289.91	0.00	289.41	39,845.31	00.0	405.69	126.20	103 90	16.70	37.76	32.72	66.77	68.09	9,487.06	ım of SEP
1,193.01	138.91	8,333.51	613.72	202.90	256.80	12,035.85	1,608.19	247,709.68	398,566.00	401,452.32	102,478.11	78,068.56	219,104.09	175,151.25	2,206.29	13,230.26	4,775.96	23,404.03	10,079.00	29,880.00	246.02	189.47	11,252.23	517.34	3,925.36	1,308.08	950.77	5,848.99	11,028.36	726,461.03	1,716.74	3,829.54	153.22	4,062.61	396,568.23	00.0	3 891 18	1 700 50	94.59 22 22 61	111.04	1,/21.64	2/1.61	876.18	1,308.74	90,787.59	Total YTD 9/30/2018

ZZ-GrHS North Greenville Hospital	ZZ-GrHS Hillcrest Memorial Hospital	ZZ-GrHS Greer Memorial Hospital	C ZZ-GrHS Greenville Memorial Medical Campus	SG 77-Greenville Health System Scrubs	77-Greenville Health System		27 Coodon Hospital		7 77-GMC Sinwanee Specialty Center	٠.	5 Ltd7-GMC SportsRehab	m -GMC Pain Management Center	C 🕩 GMC Outpatient Imaging Center	#7-GMC John's Creek Orthopaedic Surgery Center	O +7-GMC Imaging Center at Hamilton Mill	O 77-GMC Gwinnett Extended Care Center	1 2 -GMC Glancy Rehabilitation Center	3 CALCINIC CONTROL CON	4 #7-GMC Cancer Support Center	1 27-GMC Cancer Center - Snellville	CZ-GMC Cancer Care Center-Hamilton Mill	II 47-GMC Breast Center	GMC Academic Internal Medicine Partners	- AV-GHS Contract Labor	1/ g -GH Northwest Georgia Women's Care	1. H-GH North Georgia Cancer Center		9 Prosperius Medical Care of Henry County	Elova Brimani Caro	E 22-Clestylew Contract Labor	n te R-Chattanooga Heart Tahor	Content or Pain and Spine	d Waramark Services	O Z AMC Direct Sale	1/1 retro Waste Solutions	5 Gregrass Rehabilitation Center (II)	1 Vilson Hospice House	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	7 Westside Dermatology	1 Wesley Commons	: WellStar Atlanta Medical Center	3 Wellstar AMC Primary Care Clinic - Virginia Highlands	WellStar AMC Primary Care Clinic - Cascade	WellStar AMC Primary Care Clinic - Camp Creek	O NW LANCING Orthographic Rehabilitation	
0.00	247.79	14.25	9,899.64	13,728.60	272,029.90	0.00	26 695 44	309.08	0.00	94.42	358.95	549.12	1,178.57	404.17	437.59	8,792.80	3,613.30	18,735.89	250.65	140.17	0.00	1,338.72	27.52	25,792.50	28.79	87.11	225.20	887.30	543.03	90.253.54	4.855.78	00.0	100.15	958 31	82.37	18,178.94	910.98	29,417.43	0.00	1,488.37	5,221.88	14.75	65.36	124.12	4	Sum of JAN Su
0.00	192.33	22.90	101.70	13,848.38	196,948.49	0.00	22.486.09	267.41	0.00	94.42	299.87	228.86	1,357.57	446.30	455.19	12,691.85	3,997.35	18,735.89	388.01	162.36	0.00	891.89	0.00	0.00	28.79	116.85	305.75	831.66	543.03	79.289.65	0.00	0.00	80.05	518 18	75.58	17,212.68	867.75	25,127.37	0.00	0.00	3,436.63	0.00	0.00	94.35	2	Sum of FEB Su
0.00	0.00	0.00	0.00	947.18	1,462.43	0.00	23.003.85	409.13	0.00	0.00	372.30	678.48	1,899.28	521.32	571.48	12,648.37	5,909.91	18,735.89	367.47	114.75	0.00	1,402.40	35.22	0.00	21.81	106.50	258.10	1,513.52	543.03	82,608.02	0.00	0.00	0.00	873.14	84.36	20,341.62	915.53	29,805.08	0.00	0.00	3,600.09	0.00	32.83	160.87	O	Sum of MAR Su
0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,406.68	489.35	103.94	110.57	280.01	318.75	1,869.33	471.15	370.94	13,227.33	4,853.31	18,735.89	370.24	143.59	0.00	1,369.60	0.00	0.00	31.75	179.51	450.05	919.40	271.51	31,662.45	0.00	17.36	0.00	433.67	0.00	17,795.48	865.48	27,646.62	376.57	(239.68)	780.70	0.00	36.37	105.50	Ğ	Sum of APR Su
0.00	0.00	0.00	0.00	0.00	0.00	2,045.47	18,277.28	368.66	0.00	86.10	354.74	401.93	1,967.46	628.73	491.13	12,574.65	5,638.25	18,735.89	250.94	209.69	13.80	1,009.41	0.00	0.00	37.98	161.94	426.50	625.95	0.00	0.00	0.00	0.00	0.00	0.00	15.66	19,492.91	1,230.45	29,503.01	474.72	0.00	1,240.68	0.00	65.74	169.90	127.19	Sum of MAY Sum of JUN Sum of JUL
0.00	0.00	0.00	0.00	0.00	0.00	6,128.38	0.00	494.49	0.00	0.00	615.42	512.88	1,906.45	461.98	584.40	11,032.36	5,979.24	18,735.89	239.27	175.70	0.00	1,157.68	123.00	0.00	0.00	0.00	0.00	530.71	0.00	0.00	0.00	0.00	0.00	0.00	00.0	18,035.50	925.14	27,486.56	510.92	0.00	711.12	0.00	25.23	165.61	278.08	m of JUN Su
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	366.53	0.00	0.00	209.02	210.27	844.69	271.81	227.48	7,462.93	2,958.83	10,274.52	252.61	79.18	0.00	560.75	13.40	0.00	0.00	0.00	0.00	65.68	0.00	0.00	0.00	0.00	0.00	0.00	000	17,680.81	1,009.75	31,390.56	378.27	0.00	1,056.67	0.00	89.32	148.08	~	1 1 1 1 1 1 1
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,202./1	939.55	35,601.42	564.25	0.00	3,641.24	0.00	126.40	258.78	186.87	Sum of AUG Sum of SEP
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.06	92.27	25,385.26	412.24	0.00	4,344.95	0.00	80.09	121.73	182.28	
0.00	440.11	37.14	10,001.34	28,524.16	470,440.82	8,173.85	113,869.34	2,704.66	103.94	385.51	2,490.32	2,900.29	11,023.35	3,205.46	3,138.20	78,430.29	32,950.19	122,689.83	2,119.18	1,025.43	13.80	7,730.46	199.15	25,792.50	149.11	651.92	1,665.60	5,374.21	1,900.59	283,813.66	4,855.78	17.36	150.23	2,733.30	335.82	166,418.01	8,5/4.88	261,363.30	2,716.96	1,248.69	24,033.97	14.75	521.32	1,348.95	1,974.95	9/30/2018

ZZ-Murray Medical Center	ZZ-Murray Medical Center	ZZ-Morrison's Cafeteria at Floyd Medical Center		a zz-MHI Outpatient Imaging	~ 1						┌、		· 1. ·	#7-MFM Atrium Sleep Center	4	O AE-IIIV Sleen lah		3 OF-HIY Physical Therapy	The His obviced Therany	1 C7-Hispins General Hospital	ŀΩ:	II Styliarbin Clinic Family Medicine - Armuchee	100		1 67 Harbin Clinic Dialysis - Calhoun	/1: # Harbin Clinic Dialysis	اصد	19 M. Harbin Clinic (Cancer Center)		#2-Harbin Clinic (504) Cardiology		C 77-Harbin Clinic (150) Cartersville	O DHarbin Clinic (14) Cedartown	The Gwinnett Surgery Center, LLC	1/24-Gwinnett Iviedical Center Lawrenceville	1 Por and Medical Control Dictary	122-Griffin Center for Pality all a Spirie, LLC	9 Exercise of the Polymer State of the Polymer Stat		7 77 Gale Guranny Centers Boiling Springs	1 77-Grads Propris Therapy S Pine St	277-GrHS Proavis Therany Oak Grove	3 77-GrHS Pediatric Specialists - North Grove	77-GrHS Pediatric Specialists - Duncan	D ZZ-GrHS Patewood Memorial Hospital	2Z-GrHS Patewood Medical Campus	GC Row Labels
0.00	4,537.74	1,229.56	0.00	40.78	0.00	100,180.56	0.00	32,309.94	0.00	552.15	0.00	195.47	0.00	511.60	0.00	0.00	358.47	0.00	78.32	9,743.22	67.37	0.00	0.00	134.82	134.82	536.01	3,188.92	807.19	1,180.12	480.54	98.33	766.71	297.25	1,530.07	174,761.40	58 252 25	828.24	100.15	3.10	0.00	9.31	4.65	5.28	1.53	0.00	0.00	Sum of JAN Su
0.00	4,117.40	1,220.40	0.00	120.42	0.00	95,658.72	0.00	31,488.32	0.00	861.80	0.00	99.57	0.00	465.70	0.00	0.00	402.75	0.00	88.92	8,261.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,324.91	153,695.24	49.352.06	966.79	50.08	0.00	0.00	3.41	6.21	0.93	0.93	0.00	0.00	Sum of FEB Su
0.00	3,805.85	1,289.82	0.00	46.93	0.00	110,058.83	0.00	33,505.44	0.00	417.59	0.00	164.04	0.00	458.60	0.00	0.00	492.36	0.00	122.03	8,424.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,560.75	52,698.49	54,575.57	738.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Sum of MAR Su
0.00	3,713.61	453.91	0.00	57.77	0.00	101,641.34	0.00	29,842.51	0.00	290.16	0.00	212.75	0.00	465.11	0.00	0.00	457.84	0.00	87.11	5,759.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,482.97	160,916.72	57,410.06	1,228.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1
0.00	4,005.12	0.00	0.00	85.14	79,352.21	16,211.23	2,690.38	26,930.78	0.00	190.09	0.00	133.30	0.00	263.77	110,548.00	0.00	368.80	0.00	239.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,194.71	160,076.97	56,110.82	1,461.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Sum of MAY Sum of JUN
2,1/1.30	0.00	0.00	44.26	0.00	74,065.67	0.00	12,463.12	0.00	203.88	0.00	139.77	0.00	144.19	0.00	0.00	631.25	0.00	282.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,483.79	169,699.47	52,702.50	1,680.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	435.55	87,791.47	32,540.17	596.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Sum of JUL Sum
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Sum of AUG Sum of SEP
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2,171.30	20,1/9./3	4,193.69	44.26	351.04	153,417.88	423,750.67	15,153.51	154,076.99	203.88	2,311.79	139.77	805.14	144.19	2,164.78	110,548.00	631.25	2,080.22	282.13	615.40	32,188.68	67.37	0.00	0.00	134.82	134.82	536.01	3,188.92	807.19	1,180.12	480.54	98.33	766.71	297.25	9,012.74	959,639.77	360,943.42	7,501.36	150.23	3.10	0.00	12.72	10.86	6.21	2.46	0.00	0.00	9/30/2018

1 ZZ-CHOA Aflac Cancer Center 2 ZZ-CHOA Alpharetta Hwy 2 ZZ-CHOA at Egleston 3 ZZ-CHOA at Hughes Spalding 2 ZZ-CHOA at Scottish Rite 2 ZZ-CHOA at Scottish Rite 2 ZZ-CHOA at Scottish Rite OUT RAD 2 ZZ-CHOA Chamblee Brookhaven Urgent Care 2 ZZ-CHOA Cherokee	C. BZ-VAMC Atlanta C. BZ-VAMC Atlanta Clinic Facility E. ZZ-VAMC Atlanta Clinic Facility 5. EZ-VAMC Ft. McPherson Bldg 5. EZ-VAMC Trinka Davis Veterans Village 7. ZZ-VAMC Trinka Davis Veterans Village 7. ZZ-Willowbrooke at Tanner 7. ZZ-CHOA Advanced Pediatrics Radiology at Tullie Road	#-STARR Outpatient Physical Inerapy 1 Pz-Starr Regional Medical Center 4 #2-STARR Sleep Lab 1 \$72-Tanner Medical Center/Alabama C 472-TMC Contract Labor D zz-Triumph The Specialty Hospital, LLC (Rome, GA)	9 \$\frac{\text{\$4}\text{Polk/Floyd Wound Center}}{\text{\$6}\text{\$7}\text{\$6}\text{\$7}\text{\$6}\text{\$7}\text{\$15\text{\$2}\text{\$4}\text{\$2}\text{\$5}\text{\$8}\text{\$15\text{\$15\text{\$2}\text{\$15\text{\$2}\text{\$15\text{\$2}\$15\text{\$16\text{\$	11 12. NGMC Braselton Equipment Lease 12. Northeast Georgia Medical Center 13. Northeast Georgia Medical Center 14. Northeast Georgia Medical Center 15. Northeast Georgia Medical Center Braselton 16. Northeast Georgia Medical Center Braselton 17. Northeast Georgia Medical Center Braselton 18. Northeast Georgia Women's Care 18. Northwest Georgia Women's Care 18. Zz-Piedmont Newton Hospital 17. Polk Medical Center 18. Northeast Mound Center	O'Row Labels O'Row Labels O'ZZ-NGHS Cleveland White Co. EMS O'ZZ-NGHS Contract Labor O'ZZ-NGHS Lanier Med Transport O'ZZ-NGHS Lanier Park Wound Care 21 ZZ-NGHS Laurelwood 11 ZZ-NGHS Outpatient Cardiac Rehab 7 ZZ-NGHS Trauma & Acute Care Orthopedics 9 \$\footnote{2}\text{P}_NGMC Braselton Equipment Lease}
67.11 108,343.40 15,331.84 117,823.99 616.95 0.00 246.82	2,038.83 1,671.41 2,050.19 0.00 5,887.46 0.00	14,382.05 346.65 3,322.09 10,742.00 6,102.36 0.00	128.20 0.00 2,867.83 7,708.26 16,156.20 7,376.60 0.00 262.76	0.00 168,047.23 0.00 47,567.48 0.00 48.19 104.16 35,379.84 6,888.79 128.20	3 1
102.56 109,345.30 13,790.43 130,288.17 541.27 0.00 211.23	46,220.19 1,717.88 1,436.52 2,067.54 0.00 5,705.79 0.00	11,979.42 305.88 2,671.55 10,742.00 5,878.19 0.00	147.32 0.00 2,412.55 6,644.39 12,904.22 7,479.50 0.00 213.82	0.00 143,668.04 0.00 50,367.75 0.00 64.12 52.08 31,803.58 5,854.67 147.32	
97.01 118,152.14 17,154.83 141,570.98 657.77 0.00 165.33	1,967.18 1,468.64 2,269.36 0.00 5,960.38 0.00	4,783.86 24.22 3,616.22 13,427.50 5,531.92 0.00	261.51 7,496.15 3,077.75 7,636.15 13,844.17 7,008.90 68.00 56.80 183,46	0.00 114,082.69 28,709.89 35,068.72 14,727.13 59.31 0.00 33,401.07 5,912.87 261.51	Sum of MAR Su 300.71 0.00 205.03 972.11 2,517.03 285.23 203.00 1,661.00
106.90 104,740.17 16,669.78 125,292.58 617.21 316.36 183.57	2,117.04 1,168.99 0.00 2,961.96 4,221.35 0.00	(305.80) 0.00 1,766.40 8,056.50 7,467.96 0.00	39.36 0.00 2,379.83 7,112.81 13,235.43 7,641.72 68.00 0.00	1,661.00 0.00 147,100.75 0.00 45,216.08 33.36 0.00 30,547.17 2,159.30 39.36	
72.05 114,333.99 14,626.31 133,948.12 548.83 147.16 169.51	2,116.94 1,409.17 0.00 2,665.50 0.00 0.00	0.00 0.00 0.00 0.00 0.00 5,676.80 2,041.76	2,853.15 7,452.88 14,014.68 6,546.85 51.00 0.00	1,001.00 171,667.68 0.00 52,860.14 48.19 0.00 31,293.35 0.00 0.00	m of MAY Su 325.83 0.00 203.00 1,874.35 2,606.07 286.78 203.00 0.00
72.05 115,703.15 12,266.31 127,221.71 521.64 172.78 95.69	1,607.71 1,384.88 0.00 2,729.02 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 6,934.21 48 518 74	0.00 0.00 604.72 0.00 0.00 0.00 0.00	1,001.00 0.00 168,170.52 0.00 52,221.46 0.00 0.00 28,373.09 0.00 0.00	m of JUN Su 226.67 7,500.00 207.47 1,044.06 2,350.39 273.27 207.47 0.00
75.24 114,895.45 11,881.11 125,027.42 544.41 248.88 224.99	2,508.19 1,322.46 0.00 2,406.75 0.00 118.51	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	50,555.76 0.00 173,575.18 0.00 50,555.76 0.00 0.00 (253.96) 0.00 0.00	m of JUL Su 408.74 0.00 278.80 1,545.36 2,616.52 430.05 272.09 0.00
27.42 114,974.82 12,110.58 129,855.33 609.63 104.82 174.21	2,018.56 1,086.25 0.00 2,370.84 0.00 175.67 613.31	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 47,897.99 0.00 20,072.23 0.00 0.00 0.00 0.00	Sum of MAY Sum of JUN Sum of JUL Sum of AUG Sum of SEP 325.83 226.67 408.74 282.17 0.00 0.00 7,500.00 0.00 5,080.65 0.00 203.00 207.47 278.80 103.73 0.00 1,874.35 1,044.06 1,545.36 275.70 0.00 2,606.07 2,350.39 2,616.52 1,075.88 0.00 286.78 273.27 430.05 103.73 0.00 203.00 207.47 272.09 103.73 0.00 1,641.00 0.00 0.00 0.00 0.00 1,642.00 1,641.00 1,661.00 0.00 0.00
110.66 107,975.60 13,592.60 124,270.79 658.50 229.62 124.29	189.35 200.46 0.00 334.89 0.00 0.00 637.59	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00	
730.99 1,008,464.00 127,423.79 1,155,299.10 5,316.20 1,219.62 1,595.64	16,281.68 11,148.78 6,387.08 13,468.96 21,774.99 294.19 5,231.99	30,839.53 676.75 11,376.25 42,968.00 30,657.23 8,975.98	7,496.15 14,195.83 36,554.48 70,154.71 36,053.58 187.00 533.38 564.40	425,797.97 737,122.01 133,003.95 235,652.81 253.17 156.24 190,544.14 20,815.64 576.39	9/30/2018 2,351.75 12,580.65 1,711.28 8,303.99 18,578.07 2,007.90 1,699.79 4,983.00 6,644.00

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ZZ-Spartanburg Regional Medical Center ZZ-SpRHS Cardiac Pulmonary Rehabilitation	ZZ-MEM Ooltewah Imaging Center	ZZ-MBMH Women's Breast Health Center	ZZ-MBMH Outpatient Therapy Services	ZZ-Mary Black Memorial Hospital	ZZ-Hospital Services, Inc Contract Labor	ZZ-CHOA Webb Bridge	ZZ-CHOA Urgent Care - Hamilton Creek	ZZ-CHOA Town Center	11/2-CHOA Suwanee	基z-CHOA Surgery Center at Meridian Mark Plaza	亞 z-CHOA SR Replacement Scrubs	⊉Z-CHOA Snellville	ZZ-CHOA Satellite Blvd	Z-CHOA Sandy Plains	-CHOA Primary Care Center-Chamblee	22-CHOA Physician Group at Town Center- Orthopedics	ZZ-CHOA Outpatient Surgery Center at Satellite Blvd	7-CHOA Orthotics & Prosthetics	2-CHOA Old Milton Parkway	Z-CHOA North Point	沙-CHOA North Druid Hills	77-CHOA Neuroscience	77-CHOA Neurology	对-CHOA Mount Zion	业-CHOA Medical Office Bldg	77-CHOA Marietta	T-CHOA Ivy Walk	ZZ-CHOA Hudson Bridge	ZZ-CHOA Hamilton Mill	-CHOA General Surgery 1st Floor @ CAP Building	CHOA Foreyth	ZZ-CHOA Favette	TOOM Executive Park	COOX ECT penjacement Scribs	III OHOA FOI Francisco (III Ode	CHOA Far Naco 8. Throat		77_CHOA DeKalh	7-CHOA Ovstic Fibrosis	77. CHOA COG-Endocrinology	77-CHOA Cobh	77-CHOA Clinica Replacement Scrubs	77 CHOA Clinical Research Unit 5th Floor @ CAP Building	0) 77-CHOA Children's Specialty Services	
138,954.57 174.01	0.00	438.35 2 097 50	245.26	32,738.49	33,963.00	1,024.36	65.03	1,593.52	7.01	7,453.83	1,026.43	0.00	1,268.81	160.44	147.71	0.00	842.00	70.89	3.51	210.01	159.84	297.33	6.91	94.76	595.19	10.20	10.36	276.91	0.00	0.00	311.72	114.62	28.41	3.976.35	2 279 29	0.00	14.11	16.64	23.89	0.00	60.35	0.00	0.00	2	Sum of JAN Sui
126,409.32 368.37	0.00	465.91 1 710.50	124.70	29,685.47	33,963.00	1,091.85	150.12	1,320.44	7.01	7,546.08	0.00	0.00	844.83	85.25	102.92	52.01	696.30	41.14	0.00	152.27	198.51	225.02	9.34	81.68	501.66	10.41	6.59	277.20	0.00	0.00	346.01	148.35	5.26	0.00	2 279 39	0.00	24.38	16.33	10.65	0.00	33.93	0.00	0.00	28	Sum of FEB Su
142,187.94 174.01	0.00	629.42 1 575.38	257.16	29,782.84	33,963.00	1,036.06	260.65	1,385.96	3.51	8,683.51	3,079.30	21.86	1,421.07	194.55	125.16	15.49	889.86	68.02	0.00	148.92	171.54	254.35	7.77	79.20	474.20	23.81	10.36	345.94	0.00	0.00	426.73	200.00	5.76	0.00	2 279.39	0.00	25.18	12.87	23.60	0.00	40.83	0.00	0.00		Sum of MAR Su
131,285.33 255.45	0.00	1,460.09	309.93	27,310.27	33,963.00	942.87	104.05	1,656.55	7.01	8,495.16	6,829.89	8.27	1,266.96	216.29	111.08	4.03	805.97	54.54	3.51	174.68	159.46	264.45	0.00	48.36	494.22	0.00	18.99	234.10	0.00	0.00	312.64	165.44	6.91	4,586.47	2.279.39	0.00	32.23	13.50	23.89	0.00	68.14	1,194.48	0.00	5	Sum of APR Su
88,017.40 204.57	0.00	482.35 1.690.28	304.24	29,876.60	33,963.00	1,087.78	211.17	1,392.17	7.01	8,729.25	0.00	57.09	1,515.06	102.81	113.60	18.99	1,102.82	83.62	10.41	182.04	160.56	248.33	32.23	48.47	663.77	24.12	6.91	296.86	0.00	0.00	377.37	191.65	12.66	0.00	2.279.39	0.00	22.49	10.05	27.63	0.00	37.46	0.00	0.00	36.05	m of MAY Su
0.00	1,044.29	0.00	142.81	28,450.02	34,642.26	1,160.81	179.78	1,204.94	7.01	10,112.23	0.00	15.67	1,100.68	160.45	151.75	4.03	982.03	56.27	17.11	149.26	220.71	204.38	4.32	43.70	487.57	3.51	6.91	200.81	0.00	0.00	418.70	165.81	10.05	0.00	2,279.39	0.00	24.48	20.09	45.18	0.00	37.39	0.00	0.00	111.35	Sum of MAY Sum of JUN Sum of JUL Sum of AUG Sum of SEP
0.00	0.00	0.00	0.00	25,351.15	34,642.26	706.77	122.79	1,586.96	3.51	9,562.27	0.00	0.00	1,076.75	110.13	123.85	32.81	1,014.59	68.35	13.92	143.96	189.19	205.40	16.69	101.94	654.76	27.52	0.00	217.82	0.00	0.00	363.96	194.72	3.45	0.00	2,279.39	0.00	42.80	0.00	22.73	0.00	58.56	0.00	0.00	125.95	m of JUL Su
0.00	0.00	0.00	136.08	0.00	34,642.26	1,237.53	390.84	1,423.07	7.01	9,090.96	0.00	55.10	1,478.46	174.70	133.79	4.03	1,027.61	62.99	0.00	208.57	149.57	243.70	17.84	65.96	507.06	10.20	0.00	356.51	0.00	0.00	393.51	334.78	0.00	0.00	2,279.39	7.17	28.45	0.00	23.89	321.96	27.31	0.00	0.00	268.47	m of AUG Su
0.00	0.00	0.00	116.42	335.86	34,642.26	918.12	148.71	1,248.52	0.00	7,313.82	0.00	3.40	1,154.48	37.64	104.44	30.03	804.56	51.35	0.00	133.54	198.40	239.18	21.74	68.09	475.94	25.61	0.00	245.36	77.02	4.03	348.56	126.39	7.80	0.00	2,279.39	23.21	10.75	8.16	82.15	8.06	20.11	0.00	11.03	0.00	l see Teste
626,854.57 1,176.40	1,044.29	4,661.92 8.533.74	1,636.60	203,530.69	308,384.04	9,206.14	1,633.14	12,812.13	49.08	76,987.12	10,935.62	161.38	11,127.10	1,242.25	1,114.30	161.42	8,165.74	557.17	48.45	1,503.25	1,607.80	2,182.13	116.84	632.15	4,854.37	135.39	60.12	2,451.53	77.02	4.03	3,299.18	1,641.76	80.29	8,562.83	20,514.51	30.38	224.87	97.64	283.60	330.02	384.08	1,194.48	11.03	898.84	9/30/2018

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Grand Total	放-Tanner Medical Center/Villa Rica	Z-Tanner Medical Center/Carrollton	🕏 SpRPG Weight Loss Services	比Z-SpRPG Spartanburg Internal Medicine	AZ-SpRPG PMC Center for Women	ZZ-SpRPG Palmetto Pediatrics - West	2-SpRPG Palmetto Pediatrics - North Grove	0 1 -SpRPG Pacolet Family Medicine	程-SpRPG MGC Occupational Health - Westside	72-SpRPG Magnolia Plastic Surgery - Spartanburg	经 -SpRPG Magnolia Plastic Surgery - Greer	码 - Friday - SpRPG Internal Medicine - Greer	2-SpRPG Inman Family Medicine	ZI -SpRPG Family Physicians - Landrum	D-ShRPG Family Physicians - Boiling Springs	□ Spr. Spr. Spr. Spr. Spr. Spr. Spr. Spr.	2-SpRPG Family Medicine - Converse Heights	7-SnRPG Corporate Health - Greer	70-SpRPG Center for Family Medicine - Chesnee	₹ SpRHS Union Medical Center	77-SpRHS Rehabilitation - YMCA	77-SpRHS Rehabilitation - West Spartanburg	型 SpRHS Rehabilitation - Pelham Medical Center	ZX-SpRHS Rehabilitation - East Spartanburg	ZZ-SpRHS Rehab ZF Gray Court	SpRHS Regional One Air Medical Service	SpRHS Regional Hospice Home	Sprices PMC Imaging Services	SSPRHS PMC Comprehensive Pain Center	ZZ-SpRHS Outpatient Imaging Services - North Grove	ZZ-SpRHS Ortho Surgery Eastside/Ortho Trauma Services	ZZ-SpRHS North Grove	ZZ-SpRHS MGC Internal Medicine Westside	ZZ-SpRHS Gibbs Cancer Center - Pelham	ZZ-SpRHS Gibbs Cancer Center - Gaffney	77-SpRHS Emergency Medical Services	Row Labels
2,866,854.47	25,987.51	65,068.18	89.34	0.00	201.10	0.00	0.00	0.00	364.30	159.40	43.17	97.98	71.42	135.66	127.71	50.92	0.00	144.38	42.39	6,558.40	970.76	248.71	75.34	194.99	8.43	71.78	1,945.58	1,254.44	167.47	2,183.61	7.93	107.70	22.80	562.10	151.13	777.27	Sum of JAN S
2,506,093.90	21,341.41	56,460.42	162.53	45.61	72.79	25.96	40.98	60.01	237.46	83.73	23.47	168.73	89.12	79.82	69.39	38.86	0.00	176.54	39.26	5,415.00	898.20	401.03	159.56	246.92	12.48	124.70	1,589.11	1,318.18	19.10	2,398.81	0.00	51.71	58.21	528.85	62.40	531.72	Sum of FEB S
2,402,923.84	24,298.45	62,051.79	167.73	202.77	229.88	0.00	12.83	45.16	349.14	186.59	25.79	201.00	0.00	162.89	107.87	57.68	0.00	180.92	33.57	5,878.27	744.43	327.70	228.91	287.94	12.48	61.64	2,084.28	1,601.00	56.21	3,046.26	0.00	171.64	82.31	873.89	122.16	585.48	1 - 2 - 3.
	17,431.23	47,742.14	71.12	0.00	128.37	32.57	0.00	0.00	471.81	138.81	37.84	150.04	213.08	62.77	104.85	107.51	23.01	148.26	26.15	5,038.87	857.95	192.52	174.67	207.00	23.34	90.60	1,852.72	1,201.39	0.00	2,531.44	0.00	90.68	28.51	720.66	175.79	610.48	
2,413,382.46	0.00	0.00	121.41	0.00	405.19	41.54	15.63	13.80	137.64	94.28	59.01	213.51	0.00	0.00	60.88	28.46	0.00	104.61	66.26	4,461.91	1,197.58	287.56	263.12	344.44	0.00	137.84	1,556.86	1,674.47	39.10	2,997.84	9.10	62.47	57.01	625.55	59.70	542.93	
2,260,430.09	0.00	0.00	98.91	0.00	0.00	0.00	0.00	0.00	138.83	49.28	0.00	32.40	0.00	0.00	0.00	0.00	0.00	65.89	0.00	0.00	217.35	91.29	83.98	76.38	0.00	41.93	0.00	161.57	0.00	/10./8	0.00	0.00	0.00	213.07	23.13	81.77	1 1 1 1 1 1
1,732,957.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100
1,609,400.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Sum of AUG Sum of SEP
1,272,232.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	um of SEP
19,363,403.36	89,058.61	231,322.53	711.03	248.38	1,037.33	100.07	69.43	118.98	1,699.18	712.09	189.26	863.66	373.62	441.13	470.70	283.42	23.01	820.59	207.63	27,352.44	4,886.26	1,548.80	985.59	1,357.66	56./4	528.49	9,028.54	7,211.04	281.87	13,868.74	12 868 74	484.20	248.84	3,524.11	594.30	3,129.65	9/30/2018

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| Phoebe Worth Family Medicine - Sylvester | Phoebe Tower Medical at Meredyth Place | Plicate Calling West Nove that Disco | Phoebe Sumter Wellness & Education Center | Phoebe Sumter Surgical Associates | Phoebe Sumter Orthonodics | Phoebe Sumter Medical Collect | Phoeba Simter Medical Center | Phoebe Sleep Disorders Center | Phoebe Sickle Cell Clinic

 | Phoebe Rheumatology | Phoebe Putney Memorial Hospital (North Campus) | Phoebe Putney Memorial Hospital (Main Campus)

 | Phoebe Orthopaedic Specialty Group
 | Phoebe Northwest | Phoebe Neurosurgical Associates | Phoebe Neurology Associates | Phoebe Infectious Disease | Phoebe Healthworks | Phoebe Gastroenterology Associates | Phoebe Family Medical Center - Pelham
 | Phoebe Family Medical Center - Laurel Place | Phoebe Family Medical Center - Camilla | Phoebe Family Medical Center - Albany | Phoebe Endoscopy Center | Phoebe East | Phoshs Diagnostics (maging Center | Phoebe Community Sellent
 | Palmetto Hemtology Oncology - Union | Pain Care Center of Georgia, LLC | Orthopedic Specialties | Morrison's Cafeteria at Floyd Medical Center | Morningside of
Albany

 | Mondy Air Force Base Clinic | Monorief Army Health Clinic | MHI Outpatient Imaging

 | Martin Army Hospital | Laurens County Memorial Hospital | Judson G. Black, MD LLC
 | Houston Surgery Center | Houston Perry Hospital | Houston Medical Center | Houston Health Pavilion | Hospice of Laurens County | Home Hospice Nurses - Direct Sale | Higgins General Hospital | HHC Replacement Scrubs
 | Greenwood Regional Rehabilitation Hospital | Goldstar FMS | Georgia State University Student Health Clinic | Georgia Regional Hospital | Georgia Cancer Center for Excellence | Georgia Breast Surgery, PC
 |
| 0.00 | 92.20 | 80.70 | 398,35 | 0.00 | 96.00 | 276.00 | 28.964.17 | 1,662.70 | 0.00

 | 0.00 | 20,338.89 | 162,298.82

 | 239.25
 | 1,542.00 | 1,695.00 | 16.20 | 0.00 | 1,727.59 | 85.00 | 0.00
 | 127.00 | 29.70 | 0.00 | 5,052.00 | 126.00 | 1,716,31 | 0.00
 | 0.00 | 16.00 | 373.00 | 1,475.00 | 250.87

 | 927.15 | 0.00 | 34.85

 | 38,507.69 | 0.00 | 23.55
 | 10.765.05 | 23,752.04 | 153,601.95 | 4,073.37 | 4,160.00 | 245.00 | 16,305.14 | 0.00
 | 0.00 | 480.00 | 0.00 | 14,615.00 | 1,479.85 |
 |
| 0.00 | 3 .5 | 2 | 616.35 | 0.00 | 96.00 | 330.00 | 28.215.72 | 809.68 | 0.00

 | 80.68 | 21,014.58 | 170,921.50

 | 263.70
 | 1,715.84 | 3,222.00 | 21.60 | 0.00 | 946.43 | 170.00 | 0.00
 | 75.98 | 23.40 | 0.00 | 2,472.55 | 63.00 | 2,087.64 | 0.00
 | 0.00 | 200 | 00.612 | 1,175.00 | 130.96

 | 965.85 | 0.00 | 000
90.801

 | 34,717.37 | 0.00 | 15.85
 | 10.326.25 | 23,962.00 | 133,079.43 | 4,566.88 | 3 772.00 | 0.00 | 15,646.05 | 0.00
 | 0.00 | 720.00 | 0.00 | 14,464.00 | 1,601.08 | 368.50
 |
| 0.00 | 0 0 | 000 | 439.01 | 79.50 | 144.00 | 582.00 | 29.792.66 | 774.24 | 0.00

 | 80.68 | 21,871.04 | 171,447.92

 | 314.01
 | 2,404.54 | 48.00 | 70.20 | 0.00 | 1,076.28 | 0.00 | 0.00
 | 96.30 | 65.48 | 63.46 | 2,735.32 | 610.90 | 1,812.12 | 0.00
 | 34.00 | 21.00 | 00.00 | 1,037.50 | 310.55

 | 777.74 | 0.00 | 11.021

 | 41,550.23 | 0.00 | 59.10
 | 13.072.85 | 24,320.39 | 149,471.32 | 4,813.45 | 4.802.00 | 149.00 | 16,105.81 | 0.00
 | 0.00 | 35.88 | 0.00 | 17,424.00 | 1,884.57 | 411.60
 |
| 0.00 | 0 0 | 000 | 538.50 | 0.00 | 192.00 | 485.04 | 26,410.62 | 1,653.46 | 0.00

 | 0.00 | 16,106.29 | 227,504.91

 | 654.06
 | 25,646.19 | 1,677.38 | 0.00 | 0.00 | 1,760.31 | 51.00 | 36.00
 | 117.00 | 36.00 | 0.00 | 2,805.55 | 471.40 | 1,345.39 | 0.00
 | 0.00 | 0.00 | 00.8 | 1,187.50 | 137.95

 | 727.67 | 0.00 | 0.00

 | 35,536.67 | 0.00 | 47.10
 | 12,687.82 | 23,153.23 | 137,079.31 | 3,916.55 | 4.410.00 | 131.00 | 15,216.02 | 0.00
 | 0.00 | 837.76 | 0.00 | 14,0/9.00 | 1,666.91 | 256.32
 |
| 0.00 | 0.00 | 000 | 316.25 | 0.00 | 144.00 | 564.00 | 28,802.88 | 1,906.22 | 0.00

 | 80.68 | 22,058.73 | 166,095.33

 | 371.85
 | 1,556.61 | 4,809.76 | 0.00 | 0.00 | 2,221.11 | 306.00 | 0.00
 | 250.05 | 0.00 | 0.00 | 4,699.26 | 236.25 | 2,368.29 | 0.00
 | 0.00 | 8 00 8 | 0.00 | 1,087.50 | 428.08

 | 688.69 | 6,048.00 | 0.00

 | 36,179.95 | 0.00 | 39.40
 | 14,914.85 | 24,054.22 | 154,820.41 | 4,670.21 | 4.474.00 | 1 122 00 | 14,988.55 | 0.00
 | 0.00 | 609.10 | 0.00 | 15,975.00 | 1,561.33 | 272.46
 |
| 0.00 | 000 | 82 20 | 506.53 | 0.00 | 192.00 | 540.00 | 25,388.77 | 1,272.10 | 0.00

 | 0.00 | 18,865.11 | 142,658.20

 | 282.75
 | 1,339.19 | 3,210.76 | 27.00 | 0.00 | 2,340.14 | 0.00 | 23.40
 | 241.04 | 51.64 | 0.00 | 3,343.13 | 488.25 | 1,278.21 | 0.00
 | 48.64 | 0.00 | 0.00 | 1,245.00 | 216.62

 | 595.95 | 7,270.00 | 0.00

 | 40,953.25 | 0.00 | 39,40
 | | | | | | | |
 | | | 0.00 | 17,964.00 | 1,488.38 | 297.00
 |
| 0.00 | 0.00 | 0 00 | 615.30 | 0.00 | 192.00 | 289.20 | 27,611.54 | 2,003.59 | 0.00

 | 57.80 | 23,237.07 | 134,105.08

 | 401.70
 | 9/1.69 | 4,833.76 | 72.20 | 0.00 | 1,958.18 | 0.00 | 23.40
 | 139.50 | 73.40 | 0.00 | 771.00 | 94.50 | 1,889.68 | 0.00
 | 0.00 | 0.00 | 00.00 | |

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 | | | 0.00 | 0.00 | 1,364.58 | 1 361 58
 |
| 13.40 | 13 40 | 0.00 | 518.98 | 102.50 | 320.00 | 800.50 | 28,322.30 | 986.08 | 0.00

 | 0.00 | 28,515.31 | 157,390.22

 | 291.60
 | 1,618.72 | 32.00 | 33.00 | 0.00 | 558.00 | 200.00 | 0.00
 | 344.00 | 0.00 | 0.00 | 6,250.66 | 0.00 | 2,019.63 | 0.00
 | 0.00 | 37.00 | 0.00 | 00.0 | 61.78

 | 927.08 | 5,904.00 | 0.00

 | 101.28 | 0.00 |
 | | | | | | | |
 | | | 0.00 | 74.80 | 1,1/8.85 | 1 178 85
 |
| 0.00 | 0.00 | 0.00 | 381.85 | 0.00 | 192.00 | 650.60 | 35,273.45 | 1,198.13 | 550.50

 | 0.00 | 28,775.84 | 166,132.55

 | 221.25
 | 1,650.39 | 1 650 30 | 127.22 | 0.00 | 1,288.82 | 0.00 | 0.00
 | 104.00 | 227.00 | 264.54 | 3,776.57 | 154.00 | 1,491.33 | 182.40
 | 0.00 | 27.00 | 0.00 | 228.00 | 151.91

 | 440.51 | 6,081.00 | 0.00

 | 33,429.62 | 0.00 |
 | | | | | | 774.00 | 17,443.40 | 0.00
 | 0.00 | 670.73 | 0.00 | 56.99 | 1,765.60 | 1 765 60
 |
| 0.00 | 0.00 | 0.00 | 391.00 | 102.50 | 128.00 | 704.50 | 35,378.97 | 574.93 | 0.00

 | 0.00 | 28,345.51 | 153,/2/.55

 | 0.00
 | 4/1.54 | 771 54 | 51.00 | 0.00 | 0.00 | 0.00 | 0.00
 | 0.00 | 0.00 | 0.00 | 3,950.70 | 142.50 | 860.06 | 0.00
 | 0.00 | 00.0 | 0.00 | 1,350.00 | 0.00

 | 586.71 | 5,235.00 | 0.00

 | 36,564.11 | 192.00 |
 | | | | | | | |
 | | | | 24.00 | 17,424.40 | 1 424 40
 |
| 0.00 | 0.00 | 0.00 | 681.50 | 205.00 | 271.40 | 550.75 | 30,663.25 | 107.68 | 0.00

 | 0.00 | |

 |
 | 0.00 | 471 64 | 0 0 | 0.00 | 248.91 | 0.00 | 0.00
 | 2//.00 | 138.50 | 0.00 | 0.00 | 283.25 | 1,839.32 | 0.00
 | 0.00 | 78.00 | 0.00 | 00.0 | 0.00

 | 909.06 | 5,202.00 | 0.00

 | 93.37 | 0.00 |
 | | | | | | | |
 | | | 0.00 | 0.00 | 2,160.56 | 7 186 38
 |
| 46.00 | 40.00 | 0.00 | 592.95 | 102.50 | 192.00 | 717.25 | 34,483.24 | 1,423.55 | 0.00

 | 42.61 | |

 |
 | | | | 20.00 | 1,709.40 | 0.00 | 0.00
 | 80.75 | 0.00 | 54.07 | 3,608.68 | 467.20 | 3,139.78 | 195.30
 | 0.00 | 21.00 | 0.00 | 311.00 | 0.00

 | 870.93 | 4,610.00 | 0.00

 | 45.31 | 0.00 | | | | | |
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 | | | | | |
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| 01.40 | 61 40 | 176.48 | 5,996.57 | 592.00 | 2,159.40 | 6,489.84 | 359,307.57 | 14,372.36 | 550.50

 | 342.45 | 2//,454.69 | 03 737 620,7

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 | 41,144.55 | 11 144 05 | 10.055.07 | 77660 | 15,835.17 | 812.00 | 08.28
 | 23.62
24.258/T | 645.12 | 382.07 | 39,465.42 | 3,137.25 | 21,847.76 | 377.70
 | 82.64 | 210.00 | 0.00 | 1.891.00 | 1,989.54

 | 8,872.12 | 46,559.00 | 0.00

 | 855.47 | 750 295 49 | 373.40
 | 151,414.53 | 88,279.58 | 1,758,418.99 | 51,985.19 | 51,021.00 | 9,621.00 | 1 584 00 | 0.00
 | 0.00 | 6,858.90 | 0.00 | 308.20 | 191 762 00 | 19 028 71
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| | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 | 0,00 0,00 0,00 0,00 0,00 0,00 0,00 13.40 0,00 0,00 0,00 | 94.28 0.00 0.00 0.00 0.00 82.20 0.00 0.00 | ter 398.35 616.35 439.01 538.50 316.25 506.53 615.30 518.98 381.85 391.00 681.50 592.95 94.28 0.00 0.00 0.00 0.00 82.20 0.00 0.00 | 0.00 0.00 79.50 0.00 0.00 0.00 102.50 0.00 102.50 1 | dics 96.00 96.00 144.00 192.00 144.00 192.00 | Z76.00 330.00 582.00 485.04 564.00 540.00 289.20 800.50 650.60 704.50 550.75 717.25 tles 96.00 96.00 144.00 192.00 142.00 192.00 | 28,964.17 28,215.72 29,792.66 26,410.62 28,802.88 25,388.77 27,611.54 28,322.30 35,273.45 35,378.97 30,663.25 34,483.24 35,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 34,483.24 32,278.97 30,663.25 31,278.97 30,663.25 31,278.97 30,663.25 31,278.97 30,663.25 31,278.97 30,663.25 31,278.97 31,258.97 31,278.97 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 30,000 | Center 1,662.70 809.68 774.24 1,653.46 1,966.22 1,272.10 2,003.59 986.08 1,198.13 574.93 107.68 1,433.55 Center 28,964.17 28,215.72 29,792.66 26,410.62 28,802.88 25,388.77 27,611.54 28,322.30 35,273.45 35,378.97 30,663.25 34,483.24 32,602.32 34,243.24 32,000.50 650.60 704.50 59.77 77,25 77,25 70,000.50 650.60 704.50 59.77 77,25 70,000.50 650.60 704.50 59.77 77,25 70,000.50 650.60 704.50 192.00 <td< td=""><td>0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0</td><td>0.00 80.68 80.68 80.68 0.00 80.68 0.00 57.80 0.00</td><td>20,338.89 21,014.58 21,871.04 16,106.29 22,058.73 18,865.11 23,27.07 25,125.13 26,775.04 26,935.21 27,705.07 27,945.02 27,705.07
27,705.07 <th< td=""><td>Phoebe Putney Memorial Hospital (Main Campus) 162,288.82 170,921.50 171,479.92 227,504.91 160,095.33 142,582.0 134,105.00 157,390.22 159,127.00 20,338.9 21,014.58 21,714.79.2 227,504.91 160,095.33 142,582.00 134,105.00 157,390.22 159,127.00 20,045.20 20,045.20 20,045.20 20,045.20 20,058.73 18,105.11 23,237.07 28,515.31 28,747.50 27,504.90 20,09 20,00</td><td>Phoebe Orthopaedic Specialty Group 239.25 263.70 314.01 59.185 228.75 441.70 221.25 20.00</td></th<><td> Phoebe Northwest 1,542,00 1,158 2,404,54 2,546,19 1,556,11 1,359,19 1,158 1,500,10 1,158 1,500,10 1,158 1,556,11 1,359,19 1,158 1,259,19 1,158 1,159</td><td>Phoebe Nurrosurgical Associates 1,695.00 3,222.00 48.00 1,677,38 4,899.66 5,210.6 48.00.3 1,695.00 1,695.00 3,222.00 48.00 1,677,38 4,899.66 5,210.6 4,839.6 5,210.6 1,493.0 1,143.0</td><td>Phocebe Neurology Associates 16.20 21.60 70.20 0.00 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 2.700 4.000 40.00</td><td>Phoebe Infectious Disease 0,00 1,04,83 51,25 40,15 1,256,20 1,256,20 2,205,25 40,15 471,55 40,155,23 471,55 40,155,23 471,55 40,155,23 21,21,25 40,05 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,25,27,25 41,155,27 42,51,43</td><td> Phoebe Healthworks 1,777.59 94.64 1,767.28 1,760.31 2,721.11 2,340.14 1,958.18 558.00 1,268.82 0.00 248.91 1,794.40 1,794.40 1,795.41 1,958.18 558.00 1,268.82 0.00 248.91 1,794.40
1,794.40 1,794.4</td><td>Phoebe Gastroenterology Associates 1,25,00 170,00 0.00 51,00 36,00 0.00 1,288,12 1,095,00 1,277,52 94,643 1,765,28 1,776,29 1,776,28 1,776,29 1,776,28 1,776,29 1,776,28 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,777,29 1,776,29 1,777,29 1,777,29 1,777,29 1,777,29 1,777,29 1,777,29 1,776,29 1,776</td><td>Phoebe family Medical Center - Pelham 0.00 0.00 0.00 36.00 0.00 23.40 2.34 0.00 0.00 0.00 Phoebe fastroenterology Associates 1,727.59 946.3 1,767.28 1,767.28 1,768.31 2,221.11 2,340.14 1,258.18 558.00 1,288.82 0.00 0.00 0.00 Phoebe Healthworks 1,269.20 1,079.40 0.00</td><td>Phobetbe Family Medical Centrer - Lauriel Place 127,00 75,98 96,30 117,00 250,05 241,04 139,50 344,00 104,00 0.00 20,00 <</td><td>Phoche Family Medical Center - Camily 29,70 23,40 65,48 36,00 25,14 73,40 0.00 21,20 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,00 0.00 128,00 0.00 128,00 0.00 128,00 0.00 120,00 0.00 120,00 0.00 0</td><td> Phobete Family Medical Canter - Albany 200 234 3600 200 244 3600 200 244 400 200 244 400 200 244 400 200 244 400 200 244 400 200 244 400 200 244 400 244</td><td>Phoebe Family Medical Center - Albamy Phoebe Family Medical Center - Camilla 29.70 Phoebe Family Medical Center - Laurel Place 117.00 29.70
29.70 29.7</td><td>Procebe Earnily Medical Center - Albany</td><td>Pricebe Diagnosia Cambre Cambr</td><td>Procede Community Care Clinic (17,163) (2,1763)</td><td> Palmetro Permosely Controll Permosely Controll Permosely Controll Permosely Controll Permosely Controll Permosely Control Permosely Cont</td><td>Pair Carrett of Georgia, LLC Pair Contract of Georgia, LLC Pair Contractify Pair Contr</td><td>Dehtopsefic Spreinliers Proches Community Survival Frank Control Frank C</td><td>Moritonic Schlerink at Holy Medical Center 1,475,00 1,175,00 2,175,00 2,00 0,00 0,00 0,00 0,00 0,00 1,00<td>Microinspride Althamy 125081 12508 12505</td><td> Moorly Aff Croce biase Claimer 1911 962,565 711,767 717,</td><td>Matroni memorisely Producted Army Instanticine 600<td>Maricani Interigrical Maria Ma</td><td>Martia Amyri Hospetid
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9,159,14 9,159,</td><td>Laurent Courty Monoral Hospital Anni Mary Hos</td><td>Lawrent Carry Neuropii Henry (1922) Lawrent Lawrent Carry (1922) Lawrent Lawrent Lawrent Lawrent Lawrent Lawrent Carry (1922) Lawrent Lawrent Lawrent Lawrent Lawrent Lawrent Carry (1922) Lawrent Lawren</td><td> Exaction Stappe Conference 10,250</td><td> </td><td> </td><td>Ference in this behalts of the control of the contr</td><td>Expanse discript Scholley Leadors (Authors Scho</td><td> Part Part </td><td> Regist clarent Huspilal Regist Same Huspilal Parter Salvice 1,200.2 </td><td>Sign Classification of Light Sign Sign Sign Sign Sign Sign Sign Sign</td><td>Eccession intigrated shabilation integraled s</td><td>Sectional State of St</td><td>Except place provided probability of the control of</td><td>Caccipi Regulative Circle (1982) Caccipi Regulative Circle (1982)</td><td>Searge Carry Cym M Phachanch (1.2018) 12.00 12.0</td></td></td></td></td<> | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 0.00 80.68 80.68 80.68 0.00 80.68 0.00 57.80 0.00 | 20,338.89 21,014.58 21,871.04 16,106.29 22,058.73 18,865.11 23,27.07 25,125.13 26,775.04 26,935.21 27,705.07 27,945.02 27,705.07 <th< td=""><td>Phoebe Putney Memorial Hospital (Main Campus) 162,288.82 170,921.50 171,479.92 227,504.91 160,095.33 142,582.0 134,105.00 157,390.22 159,127.00 20,338.9 21,014.58 21,714.79.2 227,504.91 160,095.33 142,582.00 134,105.00 157,390.22 159,127.00 20,045.20 20,045.20 20,045.20 20,045.20 20,058.73 18,105.11 23,237.07 28,515.31 28,747.50 27,504.90 20,09 20,00</td><td>Phoebe Orthopaedic Specialty Group 239.25 263.70 314.01 59.185 228.75 441.70 221.25 20.00
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40.00 40.00 | Phoebe Infectious Disease 0,00 1,04,83 51,25 40,15 1,256,20 1,256,20 2,205,25 40,15 471,55 40,155,23 471,55 40,155,23 471,55 40,155,23 21,21,25 40,05 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,00 81,25,27,25 41,155,27 42,51,43 | Phoebe Healthworks 1,777.59 94.64 1,767.28 1,760.31 2,721.11 2,340.14 1,958.18 558.00 1,268.82 0.00 248.91 1,794.40 1,794.40 1,795.41 1,958.18 558.00 1,268.82 0.00 248.91 1,794.40 1,794.4 | Phoebe Gastroenterology Associates 1,25,00 170,00 0.00 51,00 36,00 0.00 1,288,12 1,095,00 1,277,52 94,643 1,765,28 1,776,29 1,776,28 1,776,29 1,776,28 1,776,29 1,776,28 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,776,29 1,777,29 1,776,29 1,777,29 1,777,29 1,777,29 1,777,29 1,777,29 1,777,29 1,776,29 1,776 | Phoebe family Medical Center - Pelham 0.00 0.00 0.00 36.00 0.00 23.40 2.34 0.00 0.00 0.00 Phoebe fastroenterology Associates 1,727.59 946.3 1,767.28 1,767.28 1,768.31 2,221.11 2,340.14 1,258.18 558.00 1,288.82 0.00 0.00 0.00 Phoebe Healthworks 1,269.20 1,079.40 0.00 | Phobetbe Family Medical Centrer - Lauriel Place 127,00 75,98 96,30 117,00 250,05 241,04 139,50 344,00 104,00 0.00 20,00 < | Phoche Family Medical Center - Camily 29,70 23,40 65,48 36,00 25,14 73,40 0.00 21,20 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,50 0.00 128,00 0.00 128,00 0.00 128,00 0.00 128,00 0.00 120,00 0.00 120,00 0.00 0 | Phobete Family Medical Canter - Albany 200 234 3600 200 244 3600 200 244 400 200 244 400 200 244 400 200 244 400 200 244 400 200 244 400 200 244 400 244
244 244 | Phoebe Family Medical Center - Albamy Phoebe Family Medical Center - Camilla 29.70 Phoebe Family Medical Center - Laurel Place 117.00 29.7 | Procebe Earnily Medical Center - Albany | Pricebe Diagnosia Cambre Cambr | Procede Community Care Clinic (17,163) (2,1763) | Palmetro Permosely Controll Permosely Controll Permosely Controll Permosely Controll Permosely Controll Permosely Control Permosely Cont | Pair Carrett of Georgia, LLC Pair Contract of Georgia, LLC Pair Contractify Pair Contr | Dehtopsefic Spreinliers Proches Community Survival Frank Control Frank C | Moritonic Schlerink at Holy Medical Center 1,475,00 1,175,00 2,175,00 2,00 0,00 0,00 0,00 0,00 0,00 1,00 <td>Microinspride Althamy 125081 12508 12505</td> <td> Moorly Aff Croce biase Claimer 1911 962,565 711,767 717,767
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ZZ-AMC Internal Medicine - Suite 316	ZZ-AMC Hyperbaric Center	ZZ-AMC Dr. Quarters - Suite 530 ZZ-AMC Equipment Lease	ZZ-AMC Direct Sale	ZZ-AMC Contract Labor	Zero Waste Solutions	Wiregrass Rehabilitation Center (II)	Wiregrass Rehabilitation Center (I)	Willson Hospice House	Whitten Center	WellStar AMC Primary Care Clinic - Virginia Highlands	Wellstar AMC Primary Care Clinic - Camp creek	WellStar AMC Orthopaedic Rehabilitation	WellStar AMC Morrow Healthcare	WellStar AMC Inman Park Physicians	WellStar AMC Gym	WellStar AMC East Point Clinic	WellStar AMC Bone & Joint Specialists	VITAS Innovative Hospice Care Direct Sale	VITAS Innovative Hospice Care - Duluth	VAMC Dublin	VAMC Columbia	VAMC Charleston	VAMC Augusta Uptown Division	VAMC Augusta Downtown Division	Union County Emergency Medical Services	Surgicale Swittherr	Summit Orthopaedic Surgery Center	STARR Sleep Lab	STARR Replacement Scrubs	Starr Regional Medical Center	STARR Outpatient Physical Therapy	STARR Breast Center at Medical Mall	Spartanburg Community College - Central Campus	Southwest Georgia Regional Medical Center	Southwest Georgia Physical Therapy	Southwest Georgia OB/GYN	Southern Surgical Arts Calhoun	Southeastern Interventional Pain Associates	Self Regional Medical Center Self Regional Medical Center	RMCO Urgent Care - Bamburg	RMCO Healthplex - Santee	RMCO Healthplex - Holly Hill	RMCO Healthplex	RM Star Winers Inc RAGS	Randolph Medical Associates	Premier Orthopedics	Phoebe Wound Care & Hyperbaric Center	Row Labels
0.00	0.00	0.00	3,076.00	0.00	76.80	0.00	0.00	2,034.16	39,680.00	79.20	1/19.60	465.25 138 80	231.45	47.50	2,077.00	0,00	41.00	10.00	2,005.52	1 663 53	0.00	0.00	0.00	0.00	102.00	441.45	2,320.88	633.92	0.00	23,544.66	0.00	429,47	00.00 00:00T	3,605.24	338.80	341.25	105.60	1.087.30	1.915.46	555.00	939.00	0.00	1,781.00	28.354.00	81 057 00	0.00	0	Sum of JAN Su
0.00	0.00	0.00	3,304.00	0.00	28.32	0.00	0.00	1,259.24	34,973.00	28.60	37.00	343.00	271.30	48.90	1,943.00	0.00	0.00	000	1 691 83	772 01	0.00	0.00	0.00	0.00	0.00	597.87	2,154.69	440.93	0.00	23,477.60	505.54	426.40	0.00	2,618.19	268.30	309.25	35.60	370.60	2.392.03	335.00	802.00	149.00	1,097.00	21,825.00	74 605 00	0.00	570.70	m of FEB S
0.00	0.00	0.00	5,072.00	0.00	47.04	32,809.23	0.00	1,722.32	39,970.00	401.52	85.24	270.15	313.75	74.50	2,981.50	0.00	65.20	0.00	1,307.42	1 367 43	0.00	0.00	0.00	0.00	75.00	595,66	2,972.77	273.96	0.00	24,890.42	209.47	562.08	0.00	2,916.26	273.00	313.50	90.43	481.40	2,637.31	305.00	979.00	0.00	982.00	0.00	87.787.00	0.00	708.30	um of MAR S
0.00	0.00	0.00	3,810.00	0.00	94.92	41,973.95	0.00	2,652.81	35,239.50	106.70	162.80	388.50 56.10	290.03	67.75	2,613.00	307.50	0.00	0.00	1,365.07	1 178 04	0.00	0.00	0.00	0.00	108.00	355.48	640.85	454.78	0.00	22,308.77	291.92	443.20	0.00	2,302.10	0.00	858.75	170.00	913.85	2,383.10	456.00	909.00	316.00	1,156.00	6,230.00	70.000.00	140.47	652.04	Sum of FEB Sum of MAR Sum of APR Sum of MAY Sum of JUN
0.00	0.00	0.00	5,310.00	0.00	85.32	40,096.53	0.00	2,714.52	39,860.00	0.00	196 90	365.40 141 15	301.15	66.10	3,517.50	82.00	42.65	0.00	1.524.88	1 670 57	0.00	0.00	0.00	0.00	72.00	378.13	726.00	506.66	0.00	24,255.11	408.98	762.45	0.00	2,665.02	85.75	666.50	210.29	955.10	2,756.74	13/ 189 00	1,027.00	81.50	1,154.00	22,595.00	77.928.00	914.88	899.90	um of MAY S
0.00	0.00	0.00	4,110.00	0.00	78.52	33,850.67	0.00	2,483.20	38,872.00	84.15	155 10	411.20 87.40	360.05	33.05	2,211.00	20.50	19.00	0.00	1.542.66	1 809 15	0.00	0.00	0.00	0.00	5.00	349.49	2,113.50 718.10	453.36	0.00	22,350.37	350.16	479.05	0.00	2,/30.54	277.70	501.00	83.81	949.05	2,608.09	144 507 00	959.00	118.00	617.00	0.00	76,257.00	0.00	556.48	
0.00	0.00	0.00	5,206.00	0.00	79.84	28,233.04	0.00	2,253.32	37,633.00	44.00	137.50	351./0 78.10	216.75	0.00	2,814.00	0.00	26.70	0.00	2,150.65	2 366 25	0.00	0.00	0.00	0.00	127.00	216.32	756.05	1 587 17	0.00	25,338.73	364.78	441.46	0.00	2,515,98	184.25	891.35	65.35	736.40	2,027.92	132 371 00	815.00	0.00	1,332.00	0.00	70,019.00	000	818.33	
0.00	0.00	0.00	4,550.00	0.00	110.28	60,437.43	0.00	1,642.65	39,799.00	36.30	125.70	267.55	231.00	12.55	1,842.50	33.30	0.00	0.00	2,415.74	1 363 26	0.00	0.00	0.00	0.00	122.00	641.96	657.25	2 449.53	0.00	24,404.49	409.18	511.31	0.00	1,961.50	239.65	494.25	161.95	723.70	2,500.19	152 124 00	1,010.00	0.00	1,628.00	4,455.00	82,907.00	00.0 CT.T&C		Sum of AUG S
0.00			4,678.00	0.00	31.24	26,050.36	0.00	1,394.76	36,932.00	96.75	50.60	407.93 222.70	203.40	91.70	1,407.00	61.50	26.45	0.00	2,647.06	2,341.00	37 3/1 60	0.00	0.00	0.00	93.00	705.26	541.00	2 087 26	0.00	42,491.59	249.86	561.56	0.00	4,403.12	371.40	205.50	214.85	924.18	2,256.35	137 150 00	840.00 456.00	206.00	696.00	24,560.00	71,460.00	0000	576.65	Sum of SEP
0.00	0.00	0.00										401.32 242.22																																		00.0 79.6CD/T	526.50	Sum of OCT
0.00			1,250.00	0.00	107.48	30,697.79	0.00	0.00	38,683.00	62.10	92.35	267.63	194.95	14.20	1,766.12	0.00	24.20	0.00	1,899.04	1.707.12	55,357.00	67,948.00	45,738.19	105,666.01	148.00	734.14	643.25	2 443 77	0.00	26,010.54	531.92	646.16	0.00	3,648.66	233.30	251.20	173.10	1,147.30	2,095.43	128,449,00	346.00	187.00	1,468.00	0.00	74,161.00	0.00	416.00	Sum of NOV
0.00	0.00	0.00	0.00									186.53 240.35																																			1,046.50	Sum of DEC
0.00	0.00	0.00	44,964.00	0.00								4,071.33 2.170.31																																			7,446.00	Total 2017

Sum of FEB Sum of MAR Sum of APR Sum of MAY Sum of JUN Sum of JUN Sum of AUG Sum of APR Sum of OCT Sum of OCT Sum of OCT Sum of DEC 0.00
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Sum of JUL Sum of AUG Sum of SEP Sum of OCT Sum of NOV Sum of DEC 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 2,248.00 3,950.00 2,660.00 0.00 0.00 0.00 0.00 6,172.75 6,980.25 6,911.00 8,954.00 1,307.75 0.00 0.00 0.00 0.00 0.00 0.00 0.00 474.32 592.11 368.02 454.65 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 259.85 356.00 266.30 379.04 123.15 179.982.67 14,091.82 183,157.30 164,971.26 23,993.09 6,905.17 73,975.91 169,942.48 67,429.42 68,520.35 9,311.51 0.00
Sum of JUL Sum of AUG Sum of SEP Sum of OCT Sum of NOV Sum of DEC 0.00
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sum of AUG Sum of SEP Sum of OCT Sum of NOV Sum of DEC 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 3,950,00 2,660,00 4,160,00 900,00 0.00 6,980,25 6,911,00 8,354,00 1,307.75 0.00 6,980,25 6,911,00 8,354,00 1,307.75 0.00 6,980,27 368.02 454.65 0.00 0.00 0,00 0,00 0,00 0.00 0.00 592,11 368.02 454.65 0.00 0.00 0,00 0,00 0,00 0.00 0.00 259,85 356.00 266.30 379.04 123.15 194,991.87 183,157.30 164,971.26 23,593.09 6,905.17 199,918.73 1,331.98 1,221.31 1,061.44 1,175.95 11,940.91 1,351.98 1,221.31 1,061.44 1,175.95 1,9
Sum of OCT Sum of NOV Sum of DEC 0 0.00 0.00 0.00 0 0.00 0.00 0.00 0 0.00 0.00 0.00 0 4,160.00 900.00 0.00 0 8,354.00 1,307.75 0.00 0 0.00 0.00 0.00 0 0.00 0.00 0.00 0 0.00 0.00 0.00 0 164,971.26 23,593.09 6,905.17 0 164,971.26 23,593.09 6,905.17 0 164,971.26 23,593.09 6,905.17 0 1,21.31 1,061.44 1,175.95 0 1,43.20 1,75.9 182.80 1 1,21.31 1,061.44 1,175.95 1 1,45.28 180,545.56 209,929.90 7 184,574.85 180,545.56 209,929.90 33 33,873.96 30,179.86 32,222.97 30
Jum of OCT Sum of NOV Sum of DEC 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 4,160,00 900,00 0.00 0,00 0.00 0.00 0,00 0.00 0.00 454,65 0.00 0.00 0,00 0.00 0.00 454,65 0.00 0.00 0,00 379,04 123.15 164,971,26 23,593.09 6,905.17 86,520,35 9,311.51 0.00 0,00 0.00 0.00 1,221.31 1,061.44 1,175.95 1,43.20 1,75.50 182.80 184,574.85 180,545.56 209,929.99 33,873.96 30,179.86 32,222.97 210,704.79 236,717.95 243,787.62 1,469.80 1,043.60 1,361.60 552.51 1,43.64 120.60 219.10<
Sum of DEC 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0
Sum of DEC 0.00 0.00 0.00 0.00 0.00 0.00 123.15 6,905.17 0.00 1,175.95 182.80 209,929.90 32,222.97 243,787.62 1,361.60 341.75 122.55 63.00 62.06

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ZZ-GrHS Surgery Center- Boiling Springs ZZ-GrHS University Medical Group OB/GYN ZZ-GrHS University Medical Group OB/GYN	ZZ-GrHS Satellite Accounts	22-GrHS Proaxis Therapy Oak Grove	ZZ-GrHS Pediatric Specialists - North Grove	ZZ-GrHS Pediatric Specialists - Duncan	ZZ-GrHS Patewood Memorial Hospital	ZZ-GrHS Patewood Medical Campus	ZZ-GrHS North Greenville Hospital	ZZ-GrHS Hillcrest Memorial Hospital	77-GrHS Green Memorial Hospital	ZZ-Greenville Health System Scrubs	ZZ-Greenville Health System	ZZ-Grady Health System Lab Coats	ZZ-Grady Health System (III)	ZZ-Grady Health System (II)	77-Grady Health System (I)	22-Gordon Hospital	ZZ-GMC Wound Treatment Center	ZZ-GMC Suwanee Specialty Center	ZZ-GMC Strickland Family Medicine	ZZ-GMC SportsRehab	ZZ-GMC Pain Management Center	ZZ-GMC Outpatient Imaging Center	77-GMC John's Creek Orthopaedic Surgery Center	ZZ-GMC Gwinnett Extended Care Center	ZZ-GMC Glancy Rehabilitation Center	ZZ-GMC Direct Sale	ZZ-GMC Contract Labor	ZZ-GMC Concussion Institute	77-GMC Cardiac Imaging	ZZ-GMC Cancer Center - Snellville	ZZ-GMC Breast Center	ZZ-GMC Academic Internal Medicine Partners	ZZ-GHS Emergency Medical Services-Zebulon	77-GHS Emergency Medical Services-Macon/Mercer	77 Cus Emorganicy Intedical Services - Sylvesical County	ZZ-GHS Emergency Medical Services	ZZ-GHS Direct Sale	ZZ-GHS Direct Sale	ZZ-GHS Contract Labor	ZZ-GHS Contract Labor	ZZ-GHS Cath Lab Stemi Project	77-GH Northwest Georgia Women's Care	ZZ-GH Harris Radiation Inerapy Center	ZZ-Hoyd Primary Care	ZZ-Floyd Medical Center	ZZ-East Point Grady Health Center	ZZ-Crestview Health & Rehabilitation Center	Row Labels
0.00 314.00 0.00	0.00	677.00	196.00	38.00	0.00	0.00	0.00	492.00	128.00	16,594.00	4/2,804.00	204.00	29,255.37	0.00	0.00	318.215.58	921.01	0.00	148.50	929.10	835.76	3,863.99	1,234.36	1,178.01	17 178 01	0.00	0.00	0.00	3,920.65	3/6.80	3,188.50	0.00	212.50	0.00	625.55	74.45	7 915 70	0.00	0.00	0.00	0.00	0.00	103.78	57733	1/4,631.42	90.80	97,028.95	Sum of JAN Su
0.00 339.00 0.00	0.00	514.00	312.00	0.00	0.00	39.00	0.00	678.00	112.00	48.740.00	463,239.00	160.20	12,586.32	0.00	0.00	268.925.61	E1 675 AA	0.00	0.00	676.85	746.58	3,239.70	856.98	816.70	13 414 09	0.00	0.00	0.00	3,856.30	0.00	2,368.53	0.00	200.00	0.00	513.70	252.81	2 880 70	2 0 0	0.00	0.00	0.00	0.00	82.59	742 66	0.00	148.20	94,457.32	Sum of FEB
0.00		827.00			0.00	0.00				18,583.00	495,594.00	189.60	11	N		334,426.78	57 639 11	720 15	110.00	989.60	1,245.33	4,324.66	1,610.98	913.40	19.965.31	0.00	0.00	0.00	4,393.00	0.00	3,056.66	44.20	157.50	0.00	542.50	245.96	4 889 60	0.00	0.00	0.00	0.00	0.00	205.88	771 07	000	241.23	111,042.23	Sum of MAR
0 0.00 0 271.00 0 0.00			245.00		0.00	0.00	0.00	_		53,856.00	1		14,993.99		-	ω	40 623 45				در			914.65	17.303.34	0.00	0.00	0.00	3,975.55	0.00	2,464.70	0.00	202.50	0.00	683.25	195.93	4 544 24	0.00	0.00	0.00	0.00	0.00	251.30	709.10	0.00	99.10	101,655.32	Sum of APR
0 0.00 0 132.00 0 0.00			0 275.00 0 310.00			0.00	0.00			57,845.00			6,143.04	4,5		ω	50 990 62		Ų		<u></u>				20,854.12	00.0	0.00	0.00	4,6	00.00	2,143.93	46.20	62.50	0.00	175.35	379.48	4.483.60	0.00	0.00	0.00	0.00	0.00	294.90	714.23	0.00	171 676 87	103,135.79	Sum of MAR Sum of APR Sum of MAY Sum of JUN
0 0.00 0 285.00 0 0.00			0 480.00			0.00			-) 47,731.00			1 373.50			(4)	л 4	785 15			<u> </u>				18,678.68	7 146 56		0.00	4,241.25	0.00	2,705.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226.80	502.13	0.00	168 759 57	96,401.98	Sum of JUN
0 0.00 0 301.00 0 0.00			0 616.00								21 794 00					339,982.78		913 10			<u></u>					7,609,92			4,277.27		1,894.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.90	170.60	726.06	0.00	162 613 73	23,883.78	Sum of JUL
0 0.00 0 523.00 0 0.00			648.00					tu			72,527.00					349,848.70										8.398.45			7,	0.00		145.70	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147.60	362.60	1,020.37	0.00	173 722.36	103,611.70	Sum of AUG
0.00 0 401.00 0 0.00			279.00					ω				80.40				284,906.54										6.958.44			2,:			0.00		0.00	0.00	0.00	3,629.50	0.00	0.00	0.00	0.00	115.80	284.00	736.15	0.00	170.779.27	94,904.43	Sum of SEP
0 0.00 0 203.00 0 0.00			0 4/3.00									198.60														6,414.23								0.00							0.00			859.15	0.00	173.116.61	97 50	Sum of OCT
0 0.00 0 217.00 0 0.00			0 320.00					2		40,683.00) 436.277.00				1 91,623.14										5,583.15					2, 44 3.40 517.40						5,1		0.00			57.90	205.15	1,034.74	0.00	159.060.27	02.571'8/	Sum of NOV
0 0.00 0 243.00 0 0.00	0.0		0 333.00					ω				0 87.60 0 426.060.00			1 142,469.41		9 50,117.20			0.00		482.90																	0.00			29.90		и		170,059.31	127 50	Sum of AUG Sum of SEP Sum of OCT Sum of NOV Sum of DEC
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ZZ-NGMC Braselton Equipment Lease 77-NH Ambulatory Surgery Center	ZZ-NGHS Trauma & Acute Care Orthopedics	ZZ-NGHS Toccoa Cancer Center	ZZ-NGHS Rehabilitation Institute	ZZ-NGHS Outpatient Cardiac Rehab	ZZ-NGHS NGPG Urology	22-NGHS NGPG Hagent Care 77-NGHS NGPG Hagent Care	22 NIGHS NIGBG Training & Acrite Care Surgery	ZZ-NGHS NGPG Occupational Medicine Cakwood	ZZ-NGHS NGPG Interventional Pain	ZZ-NGHS NGPG Internal Medicine	ZZ-NGHS NGPG Gynecologic Oncology	ZZ-NGHS NGPG Family Health Associates	ZZ-NGHS NGPG Dacula Primary Care & Urgent Care	ZZ-NGHS NGPG Chestnut Mountain	ZZ-NGHS NGPG Buford	ZZ-NGHS NGPG Braselton Medical Oncology	ZZ-NGHS NGPG Braselton Interventional Pain Medicine	ZZ-NGHS NGPG Braselton Family Medicine	77-NGHS NGPG Braselton Clinic	77-NGHS laurelwood	77-NGHS Lanier Park Wound Care	27 NIGHS Indian Med Transport	27 NGUS Claveland White Co. FMS	ZZ-Navicent Health	ZZ-Murray Medical Center	ZZ-Memorial Hospital	ZZ-Memorial Hixson Hospital	ZZ-MEM Ooltewah Imaging Center	ZZ-MEM Mission Surgery Center	77-MFM Hamilton YMCA	22 NATA Attime Shop Conter	ZZ-MBMH Outpatient Therapy Services	ZZ-Mary Black Memorial Hospital	ZZ-Infectious Disease Program Lab Coats	77-Infectious Disease Program	ZZ-HIX Sleep Lab	ZZ-HIX Physical Therapy	ZZ-Harbin Clinic Vein Center	ZZ-Harbin Clinic Family Medicine - Armuchee	77-Harbin Clinic Family Medicine - Adairsville	22-Haroin Clinic Dialysis - Campenville	ZZ-Harbin Clinic Dialysis	ZZ-Harbin Clinic (Main)	ZZ-Harbin Clinic (Cancer Center)	ZZ-Harbin Clinic (550) Specialty	ZZ-Harbin Clinic (504) Cardiology	77-Harbin Clinic (130) Physicians Center	22-towinnert Surgery Ceitler, Ltc	ZZ-Gwinnett Medical Center Lawrenceville	ZZ-Gwinnett Medical Center Duluth	Row Labels
8,455.79	0.00	1,543.25	0.00	165.00	0.00	1,452.31	0.00	243.10	17.466	35 <i>/</i> 21	08 38 C7./OT	335.94	383.40	66.50	69.30	111.96	221.48	6.60	193.06	3,899.54	1,215.15	380.55	606,40	632.00	330,895,50	243,807.61	48,816.36	2,546.78	1,171.97	279.03	692.27	1 016 00	54,416.00	85.35	701.35	0.00	365.42 718 90	79.70	0.00	22.85	537.60	358,40	5,772.92	2,234.30	3,933.73	1,472.82	362.07	2.174.61	380,225.16	112,872.18	Sum of JAIN 3
11,081.27		1,6		بدو	0.00	1,186.94	0.00	208,40	00.00	367.20	112 20	254.08	282.10	84.70	0.00	139.08	272.44	19.20	321.36	3,590.76	1,387.20	273.10	536.30	1 296.00	313 764.39	95.700,812	46,995.03	2,672.42	1,224.57	258.09	813.55	1 005 00	53,291.00	97.40	807.58	0.00	757.75	264.05	5.40	14.25	614.40	256.00	0,018.76	2,773.64	4,103.25	1,793.65	279.50	2,008.19	1,023.78	3/9 5/83.56	Julii of LED
7 13,022.59				2		1,6		2			177 10						325.98	70.40	295.35		ь	243.55	477.00	0.00	349.931.14	00.571,542	55,594.01	2,745.16	741.43	277.38	1,030.03	1.001.00	62,288.00	77.75	1,010.28	0.00	828.69	277.30	0.00	18.26	710.40	576.00	1,231.34	2,496.20	4,314.12	1,847.82	406.40	2,348.54	1.597.70	405 968 07	117 711 79 126 126 127 127 128 129 129 129 129 129 129 129 129 129 129
9 7.487.78				217.80		œ		2				19.80						36.85	326.70	3,896.50	1,336.97	287.05	444.40	0.00	270.337.21	7.364.85	50,561.98	2,746.44	1,139.85	206.51	815.54	843.00	49,842.00	110.80	990.73	0.00	667.43	248.60	1.30	69.55	614.40	478.35	1 036 80	6 336 60	4,200.65	1,752.43	395.20	3,057.49	1,700.92	366.963.97	110 672 00
0.00				2								0.00				0.00	0.00	0.00	0.00	4,421.32	1,657.28	480.63	507.95	0.00	0.00	9.625.76	55,/82.41 333 487 71	2,763.41	630.70	400.20	1,140.88	1,381.00	52,428.00	111.70	820.33	0.00	719.74	358.20	0.00	30.09	537.60	567.75	1.472.00	6 182 73	4,197.10	1,804.53	263.54	3,080.13	1,206.84	373.876.89	117 711 79
0.00				12					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,185.81	2,267.03	270.73	482.85	0.00	0.00	7,772.16	20,408.18	2,853.92	769.84	335.92	1,026.81	1,665.00	511.00	98.30	933.07	0.00	880.71	132 13	0.00	37.80	838.40	652.80	1.523.20	7,767,42	4,364.20	1,675.73	286.80	2,934.04	1,567.73	578,976.17	126.488.51
0.00				26										0.00				0.00		4,358.50	<u></u>	451.78	539.65	0.00	0.00	8,475.26	210.383.04	2,/52.31	575.35	307.18	705.70	902.00	524.00	77.30	826.28	0.00	795.23	152 25	0.00	11.80	486.40	396.80	1,542.40	10,042,06	3,531.87	1,601.99	196.70	2,727.41	1,889.13	339,687.15	104 960.35
0.00				25										0.00						4,2,	1,162.95		7	0.00				50.704.38	719.39	655.14	797.55	1,066.00	852.00	147.00	870.73	0.00	659.15	131.14	27,00	11.80	652.80	755.20	1,472.00	11,735.83	1,554.72	1,850.94	136.50	3,613.28	1,626.51	369,165.44	120.547.23
	0.00			30											0.00					4,28								48 376 19		332.09	13.82	895.00	500.00	50 144 00	961.15	0.00	788.93	100.89	143 30	11.80	448.00	473.60	1,625.60	10,187.33	2 145 90	1,571.52	141.80	2,646.24	1,898.24	353,109.11	106,945.28
		0.00		2											0.00					3,7:					0.00		N	50.771.09				L		58.092.00	641.45	0.00	711.40	346.14	777 15	61.90	115.20	563.20	1,731.85	11,285.91	2,434.75	1,645.24	495.95	3,134.27	1,696.71	369,688.03	113,587.41
		0.00		30		0.00									0.00					3,7				0.00			229,006.97						386.00	48.343.00	867.73	0.00	752.53	223.74	225.25	35,40	563.20	460.80	1,403.35	10,540.42	2.591.81	1,605.88	167.35	2,637.87	1,813.90	378,217.09	123,267.28
	0.00			28		0.00									0.00					3,6				0.00	0.00		234,109.18			352.00			557.00	51.438.00	577.45	0.00	932.93	433.92	254.05	0.00	588.80	537.60	1,583.95	9,182.82	2,823.45	3,540.45	375.75	2,265.82	1,753.98	397,476.25	126,658.82
40,047.43			3 196 15	2,96		5,154.30		9		ц							1,067.40			4				1,928.00	1,264,928.24		2,728,615.24		70.490'0T	4,206.75	10,039.35	13,257.00	7,247.00	635,255,00	10,008.13	0.00	9,213.39	2,802.49	2 664 00	325.50	6,707.20	6,076.50	17,812.85	102,904.74	27,153.75	47 954 09	3,507.56	32,627.89	19,498.11	4,662,882.34	1,402,830.69

	Exhibit A	- Asset	Purchase A	greement	Page 182 of	231
ZZ-SpRHS PMC Comprehensive Pain Center ZZ-SpRHS PMC Comprehensive Pain Center ZZ-SpRHS PMC Imaging Services ZZ-SpRHS PMC Surgery Center ZZ-SpRHS Regional Hospice Home ZZ-SpRHS Regional One Air Medical Service ZZ-SpRHS Rehabilitation - East Spartanburg ZZ-SpRHS Rehabilitation - Pelham Medical Center ZZ-SpRHS Rehabilitation - West Spartanburg ZZ-SpRHS Rehabilitation - West Spartanburg ZZ-SpRHS Rehabilitation - YMCA ZZ-SpRHS Rehabilitation - YMCA	ZZ-SpRHS Gibbs Cancer Center - Gaffiney ZZ-SpRHS Gibbs Cancer Center - Pelham ZZ-SpRHS MGC Internal Medicine Westside ZZ-SpRHS Ortho Surgery Eastside/Ortho Trauma Services ZZ-SpRHS Outpatient imaging Services - North Grove ZZ-SpRHS Pediatric Rehabilitation ZZ-SpRHS Delham Medical Center	ZZ-Spartanburg Regional Medical Center ZZ-SpRHS Cardiac Pulmonary Rehabilitation ZZ-SpRHS Child Development Center ZZ-SpRHS Child Development Center ZZ-SpRHS Ellen Sagar Nursing Home ZZ-SpRHS Ellen Sagar Nursing Home	ZZ-Piedmont Newton Hospital ZZ-PNH Imaging Center ZZ-PNH Southern Neurology ZZ-PNH Southern Neurology ZZ-Polk Medical Center ZZ-Polk/Floyd Wound Center ZZ-Premier Cardiology Group ZX-Spalding Regional Medical Center	ZZ-NH Urgent Care Northwest, Zebulon Road ZZ-NH Wound Care & Hyperbaric ZZ-Northeast Georgia Medical Center ZZ-Northeast Georgia Medical Center Barrow ZZ-Northeast Georgia Medical Center Braselton ZZ-Northwest Georgia Women's Care ZZ-Parkside Children's Learning Center ZZ-Parkside Children's Learning Center	ZZ-NH Fertility Institute ZZ-NH Gynecologic/Surgical Oncology ZZ-NH Gynecology Associates ZZ-NH Macon EMS ZZ-NH Macical Center of Peach County ZZ-NH Mehabilitation Hospital ZZ-NH Urgent Care East, Gray Highway ZZ-NH Urgent Care North, Riverside Drive	ZZ-NH Breast Center Hardeman Z2-NH Breast Center PET - PA Cancer Center Z2-NH Center of Pelvic Health Z2-NH Children's Health Z2-NH Children's Health Z2-NH Contract Labor Z2-NH Contract Labor Z2-NH Contract Center Z2-NH Diagnostic Center Monroe Z2-NH Diagnostic Center NW Z2-NH Diagnostic Center PET - PA Cancer Center Z2-NH Family Health
20,041.00 20,254.00 2,254.00 5,454.00 3,850.00 118.00 231.00 0.00 178.00 178.00 1,075.00 11,868.00	84,00 785,00 0.00 0,00 3,871,00 0,00 3,871,00 0,00 78,841,00	252,635.00 158.00 2,377.00 11,739.00 1.182.00	46,112.86 79.20 0.00 14,570.61 194.38 0.00 111,484.60	879.34 1,739.30 304,554.41 11,337.61 73,530.25 46.20 0.00 2,203.39	140.80 135.70 6.50 1,589.90 13,758.10 17,477.08 453.03 355.86	673.30 590.11 1,041.80 1,035.31 102.40 73.77 12,131.06 12,745.0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 20.51 1,618.44 1,7648 133.70 279.1 363.20 378.8 908.20 891.9 294.70 382.8
16100 1,892.00 4,212.00 2,893.00 217.00 239.00 80.00 235.00 411.00 873.00 9,563.00	148.00 765.00 0.00 0.00 3,986.00 0.00	236,085.00 347.00 2,314.00 12,076.00 807.00	44,319.02 141.30 0.00 13,172.01 193.08 0.00 94,309.37	672.83 1,672.52 292,536.90 16,150.42 72,564.06 66.22 0.00 2,054.47	114.80 122.90 6.50 1,381.65 14,380.79 16,915.90 417.13 441.71	400000000000
3,142,00 16,10 2,467,00 6,253,00 3,311,00 83,00 375,00 0,00 0,00 201,00 386,00 1,318,00 12,210,00	346.00 971.00 0.00 0.00 5,271.00 5,272.00	264,786.00 365.00 2,182.00 14,090.00 1,337.00	50,710.49 152.25 0.00 15,816.21 253.21 0.00 106,135.46	694.58 2,162.15 302,214.29 16,382.97 81,394.00 108.55 12.20 2,348.29	120.10 1119.40 21.90 1,521.85 15,171.75 15,411.22 357.88 370.88	600.70 1,092.13 74.50 11,888.91 122.02 0.00 28.40 2,128.20 335.10 317.60 1,230.40 474.48
73.00 73.00 1,880.00 5,049.00 2,851.00 92.00 250.00 0.00 188.00 215.00 943.00 9,797.00	104.00 768.00 0.00 0.00 3,924.00 0.00 26.505.00	240,409.00 317.00 2,226.00 11,302.00 893.00	46,102.62 0.00 0.00 13,581.61 370.42 0.00 102,737.60	491.18 1,337.25 278,510.04 15,525.69 77,774.62 65.45 0.00 1,732.01	68.10 105.00 14.20 1,189.00 10,786.71 11,372.08 369.75 272.83	234.70 527.20 62.32 9,285.32 57.64 0.00 0.00 948.26 150.10 227.90 645.80
203.00 203.00 2,351.00 4,990.00 3,124.00 134.00 240.00 0.00 0.00 1176.00 1,342.00 11,808.00	262.00 870.00 0.00 0.00 4,289.00 0.00 30.194.00	254,615.00 445.00 2,526.00 17,454.00 1,469.00	53,654.15 198.60 0.00 17,493.54 209.19 0.00 99,960.43	0.00 0.00 321,231.56 18,558.88 73,395.41 103.95 0.00 2,257.09	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
177.00 177.00 2,190.00 5,629.00 2,585.00 121.00 253.00 0.00 334.00 382.00 978.00	66.00 1,281.00 0.00 0.00 4,137.00 0.00 26,479.00	255,264.00 225.00 2,454.00 14,482.00 1,363.00	51,517.10 88.00 0.00 15,347.68 348.49 0.00 88,884.00	0.00 0.00 297,035.59 14,799.29 75,899.49 92.40 0.00 1,958.74	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
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27,500 27,500 2,085,00 5,331,00 2,986,00 67,00 338,00 0,00 0,00 245,00 1,420,00 11,551,00	171.00 1,002.00 45.00 19.00 4,377.00 0.00 29.101.00	270,120.00 441.00 2,290.00 18,473.00 1,300.00	52,860.04 0.00 0.00 15,081.42 263.88 0.00 95,422.07	0.00 0.00 287,887.73 15,901.92 79,514.69 265.65 0.00 1,810.09	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
	292.00 1,085.00 19.00 0.00 4,282.00 0.00 25,847.00	260,722.50 217.00 2,308.00 16,225.00 841.00	50,096.43 0.00 0.00 14,812.98 187.96 0.00 97,705.08	0.00 0.00 301,347.83 17,608.79 78,547.29 107.80 0.00 2,351.95	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
	N	N	\$2,834.24 0.00 0.00 14,818.03 305.92 0.00 75,328.53	0.00 0.00 278,715.79 14,079.20 79,256.98 84.70 0.00 1,590.33	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
	28 4	254,6 1,9 1,9, 14,8 9	F (2)	0.00 0.00 295,582.76 14,171.40 77,226.15 66.20 0.00 1,045.15	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
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5,606,611.62	ZZ-ZZ-Harbin Clinic (14) Cedartown 761.38	ZZ-Willowbrooke at Tanner	ns Village	ZZ-VAMC Ft. McPherson Bldg 0.00	Clinic Facility		ZZ-Triumph The Specialty Hospital, LLC (Rome, GA) 14,788.22	ZZ-TMC Contract Labor 0.00	ZZ-Tanner Medical Center/Villa Rica 39,919.27	ZZ-Tanner Medical Center/Carrollton 109,302.85	ZZ-Tanner Medical Center/Alabama 0.00	ZZ-Sylvan Grove Hospital 6,681.42	ZZ-SpRPG Weight Loss Services 151.00	edicine			77-SpRPG Palmetto Pediatrics - North Grove 15.00	77-SnRPG Pacolet Family Medicine 0.00		anburg :		ociates	פי		77-Shade Family Physicians - Landrum 160.00		CONTRACTOR	BILOS	ZZ-SpRPG Ear, Nose, and Inroat - Spartanourg		ZZ-SpRPG Corporate Health - Greer	ne - Chesnee	ye.	ZZ-SpRMC Replacement Scrubs 0.00	
5,257,339.04	687.60	10,778.92	0.00	0.00	0.00	0.00	13,314.66	0.00	39,467.22	104,253.43	0.00	5,867.43	163.00	0.00	202.00	0.00	9.00	50.00	396.00	174.00	0.00	0.00	173.00	65.00	151.00	107.00	62.00	1.00	000	771 00	7 00	100.00	523.88	0.00	
5,257,339.04 5,953,954.08	984.87	13,538.39	0.00	0.00	0.00	0.00	13,951.69	0.00	41,186.18	118,423.15	0.00	6,859.60	291.00	0.00	363.00	0.00	33.00	46.00	424.00	190.00	41.00	308.00	276.00	219.00	236.00	57.00	58.00	18.00	19.00	000	00.0	28.00	26.08	0.00	
5,420,059.66	960.02	11,270.05	0.00	0.00	0.00	0.00	13,296.42	0.00	39,174.94	104,374.72	0.00	5,914.71	204.00	0.00	292.00	176.00	0.00	0.00	345.00	128.00	51.00	0.00	238.00	0.00	0.00	114.00	80.00	0.00	0.00	00.00	0.00	253.00	38.00	0.00	
5,296,448.95	1,148.50	13,407.45	0.00	0.00	0.00	0.00	12,393.50	0.00	38,477.37	113,371.35	0.00	6,773.95	262.00	120.00	280.00	0.00	18.00	55.00	457.00	128.00	0.00	0.00	226.00	0.00	104.00	70.00	69.00	0.00	0.00	0.00	0.00	294.00	31.00	0.00	,
5,294,441./3	869.70	12,312.13	0.00	0.00	0.00	0.00	12,855.61	0.00	38,//4.8/	107,329.91	0.00	7,133.75	234.00	252.00	398.00	153.00	0.00	0.00	350.00	174.00	20.00	0.00	226.00	138.00	166.00	125.00	104.00	0.00	0.00	0.00	0.00	363.00	00.08	617.75	
4,908,660.61	618.80	10,808.76	0.00	0.00	0.00	0.00	13,921.33	0.00	39,483.96	106,381.40	0.00	6,786.56	82.00	0.00	188.00	0.00	37.00	0.00	399.00	124.00	42.00	103.00	170.00	0.00	209.00	74.00	47.00	0.00	64.00	0.00	0.00	294.00	42 00	766 41	
5,616,787.68	1,078.00	11,464.77	0.00	0.00	0.00	0.00	12,805.62	0.00	39,399.60	20,200,00	0.00	5,999.58	243.00	12.00	443.00	164.00	2.00	47.00	340.00	147.00	24.00	0.00	224.00	231.00	169.00	133.00	87.00	0.00	0.00	0.00	0.00	374.00	0.00	607.19	3
5,370,201.34	981.90	11,821.25	0.00	0.00	0.00	0.00	12,/46.19	0.00	41,449.65	11 //362.55	1,759.64	8,290.94	150.00	0.00	262.00	89.00	54.00	0.00	491.00	170.00	28.00	0.00	233.00	0.00	0.00	71.00	36.00	0.00	0.00	0.00	0.00	283.00	80.00	82 563	000
, 5,401,505.07	936.68	11		0.00	0.00	0.00	13,338.56	0.00	CO.CE / OH	76,795,09	202.60	6,921.25			487.00	211.00	0.00	53.00	351.00	223.00	36.00	0.00	278.00	114.00	159.00	59.00	144.00	0.00	65.00	0.00	0.00	271.00	17.00	952 16	000
7,545,446.13	1,045.15					_			ţ	105,011.75								0.00	451.00	146.00	35.00	128.00	176.00	110.00	121.00	110.00	61.00	0.00	0.00	88.00	0.00	240.00	40.00	0.00	000
5,296,448.95 5,294,441./3 4,908,660.61 5,616,787.68 5,370,261.34 5,401,303.07 5,349,446.13 5,623,432.44	07.911/1										. 5,828.56												263.00		<u>د ر</u>		61.00	0.00	18.00	0.00	0.00	221.00	0.00	0.00	000
	11,188.80	-				200,695.95	7.1.104,661		10,00	·									4						1		891.00	19.00	166.00	642.00	7.00	3,232.00	419.00	7.579.36	200

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Phoebe Putney Memorial Hospital (Main Campus) Phoebe Putney Memorial Hospital (North Campus)	Phoebe Orthopaedic Specialty Group	Phoebe Northwest	Phoebe Neurosurgical Associates	Phoebe Neurology Associates	Phoebe Infectious Disease	Phoebe Healthworks	Phoebe Gastroenterology Associates	Phoebe Family Medical Center - Pelham	Phoebe Family Medical Center - Laurel Place	Phoebe Family Medical Center - Camilla	Phoebe Family Medical Center - Albany	Phoebe Endoscopy Center	Phoebe East	Phoebe Diagnostics Imaging Center	Phoebe Community Care Clinic	Phoebe Community Renefit	Palmetto Hemtology Oncology - Union	Orthopedic Specialties	Morningside of Albany	Moody Air Force Base Clinic	Monorief Army Health Clinic	Midtown Neurology PC	Martin Army Hospital	Linear & Chart Madical Accordates	Linan Penjacement in Excess of Allowance (TRIST)	Linea Replacement in Excess of Allowance (SPAR)	Judson G. Black, IVID LLC	Joe-Anne Burgin Nursing Home	Houston Surgery Center	Houston Perry Hospital	Houston Medical Center	Houston Health Pavilion	Hospice of the Upstate	Hospice of Laurens County Hospice of Laurens County	Homo Hornico Nicross - Direct Sale	Greenwood Regional Rehabilitation Hospital	Coldetor EMS	Georgia Regional Hospital Georgia Regional H	Georgia Diedst Sulgery, rc	Georgia Dabot Conega or sansing - intercer conversity	Fresenius Medical Calle di Soddi Denaity Nochdale	Fresenius Medical Care of South Dekalh/Rockdale	Freserius Wadioal Care of Hanny Crook	Erosephile Medical Care of Duluth-Lawrenceville
280,535.88 33,484.63	619.00	1,546.08	32.00	40.00	60.00	1,700.00	0.00	70.80	257.75	26.10	100.27	4,752.79	790.65	3,148.43	0.00	40.00	9.00	71.00	0.00	684.21	5,136.00	0.00	38,690.57	0.00	0.00	0.00	0.00	11,551.07	7,108.44	22,708.38	153,100.78	4,106.65	4,470.00	288.00	79,00	0.00	626.00	56.65	14 921.00	0.00	0.00	2.058.30	1,461.60	1,952,55
33,161.64	270.00	2,038.77	147.08	0.00	0.00	2,593.00	100.00	0.00	53.90	70.25	0.00	3,723.30	280.47	2,557.91	178.65	0.00	0.00	0.00	0.00	632.13	4,842.00	387.99	31,788.47	0.00	0.00	0.00	00.0	08 UE	6,112.51	20,420.78	136,010.30	3,990.07	3,430.00	758.00	45.00	0.00	821.75	24.00	11.906.00	17.50	0.00	1,750.70	1.428.00	1,821.75
243,138.01 26,888.90	275.25	2,616.62	134.50	40.00	0.00	2,089.40	0.00	0.00	32.00	0.00	84.80	3,778.62	807.34	3,153.16	289.05	29.30	0.00	122.00	0.00	808.55	6,483.00	445.47	37,642.87	73.00	0.00	0.00	0.00	15,010.41	11 616 41	22,031.55	156,511.73	4,784.49	4,133.00	875.00	122.00	0.00	972.25	30.80	18.686.00	0.00	0.00	2,295.50	2.199.00	3,258.00
246,440.83 25,629.82	104.60	2,382.85	153.49	0.00	80.00	1,521.00	0.00	59.25	191.95	88.50	132.27	4,091.38	181.91	3,249.35	194.00	0.00	0.00	0.00	0.00	790.44	4,416.00	241.30	36,995.19	0.00	0.00	0.00	0.00	15.40	7,504.20 12 759 70	26,791.17	141,834.26	3,802.03	3,429.00	380.00	0.00	0.00	949.90	15.40	12,743.00	0.00	0.00	1,440.30	1,441.20	2,115.75
27,627.84	285.00	2,685.78	83.25	0.00	0.00	1,947.00	100.00	0.00	179.00	0.00	54.07	3,870.36	412.20	3,467.23	291.65	0.00	30.00	121.00	0.00	946.03	5,755.00	455.67	38,340.40	43.00	0.00	0.00	0.00	30.80	12 472 52	21,058.95	144,153.24	4,271.91	2,877.00	412.00	124.00	0.00	573.45	0.00	14,388.00	0.00	0.00	2,175.50	1,972.95	2,844.00
26,586.34	291.05	2,201.44	134.24	0.00	0.00	2,208.00	80.00	0.00	89.75	43.70	86.07	4,084.96	828.25	2,787.43	194.00	33.40	0.00	0.00	0.00	593.64	5,551.00	212.21	34,965.65	0.00	0.00	0.00	0.00	23.10	12 244.06	21,596.81	137,363.14	4,088.46	1,709.00	685.00	79.00	0.00	714.40	0.00	14,834.00	0.00	0.00	1,410.30	1,195.80	1,030.50
23,548.43	429.55	1,172.85	166.50	0.00	0.00	1,957.40	0.00	0.00	91.75	90.05	52.80	2,590.56	335.30	3,092.14	141.06	0.00	0.00	116.00	0.00	683.52	5,207.00	256.51	35,784.46	0.00	0.00	0.00	0.00	23.10	13.093.85	25,196.87	143,086.72	4,202.88	3,030.00	587.00	0.00	0.00	1,151.55	15.40	14,109.00	0.00	0.00	2,397.35	1,516.20	2,404.50
31,653.99	289.60	2,122.93	153.75	0.00	0.00	1,992.25	100.00	0.00	358.80	0.00	153.13	3,807.84	520.36	2,847.05	475.70	9.30	0.00	210.00	0.00	562.84	5,226.00	422.14	34,583.72	176.00	0.00	0.00	0.00	87.50	14.076.06	24,013.46	149,678.11	4,451.54	2,651.00	535.00	0.00	0.00	575.85	87.58	14,666.00	0.00	913.40	1,915.90	1,971.60	3,258.00 2,115.75 2,844.00 1,030.50 2,404.50 2,604.00 2,404.5
240,907.17	300.00	1,865.69	147.16	80.00	0.00	2,359.85	100.00	0.00	0.00	83.60	134.78	2,093.47	655.53	3,035.68	242.50	0.00	0.00	226.00	0.00	603.29	5,542.00	349.07	35,649.43	37.00	0.00	0.00	0.00	0.00	10,671,48	20,346.91 736751	131,352.56	3,764.22	2,354.00	826.00	0.00	0.00	960.90	10.00	15,357.00	0.00	0.00	1,210.80	1,521.60	2,404.50
357.17 252,505.83 240,507.17 2,150,853.51 548.43 31,653.99 24,238.68 252,820.27	2,864.05	18,633.01	1,151.97	160.00	140.00	18,367.90	480.00	130.05	1,254.90	402.20	798.19	32,793.28	4,812.01	27,338.38	2,006.61	112.00	39.00	866.00	0.00	6,304.65	48,158.00	2,770.36	324,440.76	329.00	0.00	0.00	0.00	290.71	108,788.10	204,364.30 64 817 03	1,293,090.84	37,462.25	28,083.00	5,346.00	449.00	0.00	7,346.05	239.83	131,610.00	17.50	913.40	16,654.65	14,707.95	20,435.55

									Sum of AUG Sum of SEP	3 3 SEP	9/30/2018
20	Row Labels	Sum of JAN Sum of FEB 3um of MAN 3um of At 1.00 0.00 42.61 0.00	0.00	42.61		0.00 0.00	0	0	0.00	0.00	42.61
, -c	Phoebe Rheumatology	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00
י ס	Phoebe Sickie Ceil Cillino Phoebe Sickie Ceil Cillino	2,119.27	1,463.37	1,566.42	1,839.11	1,584.03	1,525.78	1,818.41	1,024.13	1,456.65	14,397.17
-0 -	Phoebe Sumter Medical Center	43,403.94	31,589.54	36,093.06	35,813.84	35,540.65	33,471.66	35,495.93 71.75	39,525.50	31,451.33 226.75	4.074.70
ъ	Phoebe Sumter OB/GYN	864.50	589.25	356.00	256.00	320.00	256.00	192.00	320.00	256.00	2,368.00
""	Phoebe Sumter Orthopedics	256.00	256.00	256.00	223.00	61.50	0.00	143.50	61.50	123.00	1,012.25
ĴΤ	Phoebe Sumter Surgical Associates	256.25	61.50	455 63 455 63	415.89	784.79	702.58	508.25	793.78	712.36	5,442.11
~	Phoebe Sumter Wellness & Education Center	602.55	466.28	102 50	0.00	38.50	0.00	70.50	102.50	102.50	416.50
UI Ti	Phoebe Tower Medical at Meredyth Place	0.00	0.00	00.0	55.70	0.00	21.80	36.50	77.50	57.00	315.00
	Phoebe Worth Family Medicine - Sylvester	66.50 11 980 26	5 784 70	10.296.84	7,748.75	9,665.51	6,178.26	6,692.70	9,224.10	6,894.83	74,465.95
TO	Phoebe Worth Medical Center	624.00	770.50	576.00	789.50	918.15	984.50	968.50	663.00	420.00	6,714.15
с. 	Phoebe Wound Care & Hyperbaric Center	707 40	700.50	405.05	639.91	737.54	467.92	799.69	579.02	630.79	5,667.82
ıyı	Premier Orthopedics	000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Randolph Wedical Associates	80,457.00	72,238.00	75,951.00	80,558.00	81,719.00	77,294.00	80,875.00	82,272.00	77,626.00	708,990.00
	RMCO Healthplex	967.00	941.00	780.00	594.00	1,342.00	796.00	790.00	752.00	588.00	00.085
111	RMCO Healthplex - Holly Hill	0.00	0.00	0.00	0.00	282.00	0.00	778 00	878 00	589.00	7.130.00
IIC	RMCO Healthplex - Santee	966.00	881.00	765.00	370.00	828.00	0.00	265.00	285.00	373.00	3,187.00
CI	RMCO Urgent Care - Bamburg	147 166 00	125 721 00	134.994.00	124.030.00	142,303.00	138,148.00	122,417.00	148,265.00	138,102.00	1,221,146.00
JI C	Self Regional Nedical Center Self Regional Nedical Center	1,999.79	2,111.05	2,711.97	2,055.44	2,698.41	2,960.62	2,601.61	2,265.78	2,374.70	21,779.37
Λí	Southeastern Interventional Pain Associates	738.70	696.51	825.65	1,174.25	1,248.43	830.90	732.25	1,411.35	1,013.65	8,6/1.69
)C	Southern Surgical Arts Calhoun	169.40	154.50	337.46	200.20	96.86	201.00	1 731 70	65730	84.60	2 359 10
ıas	Southern Surgical Arts Calhoun	0.00	0.00	0.00	0.00	1 193 75	391.00	1,231,20	1.603.85	1.175.75	9,408.01
CI	Southwest Georgia OB/GYN	401.52 336.60	0.00	1,000.32	249 30	33.50	172.30	274.80	333.80	376.95	1,865.40
uı	Southwest Georgia Physical Therapy	4.702.52	4.599.09	3,530.45	3,768.04	4,054.16	3,901.31	3,791.14	4,110.10	4,489.30	36,946.11
ι Γ	Southwest Georgia regional injential Campus	125.00	0.00	0.00	80.00	177.00	0.00	0.00	0.00	0.00	382.00
эc	Spartanburg Community College - Tyger River Campus Duncan	194.00	99.00	186.00	17.00	0.00	0.00	0.00	0.00	0.00	496.00
13:	SPN Star Wipers, Inc - RAGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3 500 61	3 383 05	0.00
- /	Summit Orthopaedic Surgery Center	2,143.51	2,170.01	2,519.76	1,808.78	2,313.38	1,803.57	3,017.67	2,833.01 4.458.00	4 073 00	42,225.00
_	Surgery Center at Pelham	4,212.00	5,286.00	5,266.00	5,583.00	4,300.00	4,630.00	686.15	790.83	488 16	5.943.54
<i>י</i> ונ .	SurgiCare Gwinnett	799.20	600.10	64U.2U	600.36	533 33	320.66	718.56	753.24	330.63	5,141.80
IIL	T3 Labs, Inc.	5/8.40	104.00	000	120.00	108.00	94,00	101.00	0.00	113.00	721.00
-/1	Union County Emergency Medical Services	107 421 13	71.227.02	105,252.44	86,663.94	0.00	0.00	0.00	0.00	0.00	370,564.53
L	VAIVIC Augusta Downtown Division	0.00	0.00	0.00	3,297.00	81,984.00	66,405.00	67,679.00	82,378.00	63,569.00	365,312.00
	VAMC Augusta Uptown Division	33,188.10	33,326.46	49,784.40	33,874.16	0.00	0.00	0.00	0.00	0.00	150,173.12
	VAMC Augusta Uptown Division	0.00	0.00	0.00	1,156.00	33,590.00	28,565.00	34,765.00	38,203.00	30,910.00	167,189.00
	VAMC Charleston	69,034.00	58,099.00	78,830.00	70,863.00	73,373.00	73,869.00	69,488.00	74,334.00	49,691.00 86.661.00	517,581.00
	VAMC Columbia	81,487.00	72,862.00	83,408.00	74,412.00	78,536.00	89,241.00	74,220.00	91,816.00	80,981.00	720,945.00
	VAMC Dublin	49,117.13	47,800.26	53,100.61	48,137.94	56,181.67	52,514.96	52,523.96	61,859.81	49,924.83	71.101.17
	VITAS Innovative Hospice Care - Duluth	2,151.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 567 73	2,151,2
	VITAS Innovative Hospice Care - Stockbridge	1,823.54	1,213.19	1,852.35	1,656.97	1,868.09	1,275.95	1,696.95	1,537.48	1,687.72	14,612.24
	VITAS Innovative Hospice Care Direct Sale	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66 10	353 20
	WellStar AMC Bone & Joint Specialists	36.05	18.70	0.00	33.05	63.84	57.25	307 50	54.16 615.00	00.0	1 030 10
	WellStar AMC East Point Clinic	0.00	0.00	0.00	12.80	25.60	05.20	307.30	011.00		1,000.10
								E-/CEO/	Crown\APA Red	illests\Pounds b	F:\CFO\Crown\APA Requests\Pounds by customer 20:

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	22-CHOA EGL Equipment Lease	ZZ-CHOA Edi Nose & Inroat	ZZ-CHOA Duluth	ZZ-CHOA DeKalb	ZZ-CHOA Cystic Fibrosis	ZZ-CHOA CPG-Endocrinology	ZZ-CHOA Cobb	ZZ-CHOA Clinics Replacement Scrubs	ZZ-CHOA Clinical Research Unit 5th Floor @ CAP Building	ZZ-CHOA Children's Specialty Services	ZZ-CHOA Cherokee	ZZ-CHOA Chamblee Brookhaven Urgent Care	ZZ-CHOA at Scottish Rite OUT RAD	77-CHOA at 1081163 Spaiding	77-CHOA at Blighes Spalding	22-CHOA Alpharetta Hwy	22-CHOA Affac Cancer Center	ZZ-CHOA Advanced Pediatrics Radiology at Tulile Road	ZZ-Chattanooga Heart Institute - Hixson	ZZ-Chattanooga Heart Institute - Hixson	ZZ-Chattanooga Heart Institute - Cleveland	ZZ-Chattanooga Heart Institute - Cleveland	ZZ-Chattanooga Heart Institute - Chattanooga	ZZ-Chattanooga Heart Institute - Chattanooga	ZZ-Center for Pain and Spine	ZZ-Asa G. Yancey, Sr., MD Health Center	ZZ-Aramark Services	ZZ-AMH Decatur County Dialysis Facility	ZZ-AMC Direct Sale	ZZ-Alliance Rome Internal Laundry	Zero Waste Solutions	Wiregrass Rehabilitation Center (II)	Wiregrass Rehabilitation Center (I)	Willson Hospice House	Westside Dermatology	westey Commons	WellStar Atlanta Medical Center	WellStar AMC Primary Care Clinic - Virginia Highlands	WellStar AMC Primary Care Clinic - Cascade	WellStar AMC Primary Care Clinic - Camp Creek	WellStar AMC Orthopaedic Rehabilitation	WellStar AMC Morrow Healthcare	WellStar AMC Inman Park Physicians	WeilStar AMC Gym	Row Labels 1997 1997 1997 1997 1997 1997 1997 199
	0.00	0.00	26.96	31.80	45.65	0.00	115.34	0.00	0.00	209.32	471.71	0.00	1,179.10	213,199,73	28.612.75	167 735 75	1,032.20	1 050 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,382.45	0.00	0.00	0.00	80.36	34,805.38	0.00	0.00	41 848 00	00.00	9,532.69 2 474 00	26.40	118.25	222.20	433.30	150.65	0.00	2,211.00	Sum of JAN S
9	0.00	0.00	46.60	31.20	20.35	0.00	64.85	0.00	0.00	61.70	403.70	0.00	1,034.45	210.086.66	25.666.86	172 223 55	196.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	916.50	0.00	0.00	0.00	86.08	33,145.25	0.00	0.00	54.587.00	0.00	00.0	0.00	0.00	168.91	386.72	219.15	48.00	737.00	Sum of FEB S
	0.00	0.00	48.13	24.60	45.10	0.00	78.03	0.00	0.00	273.40	315.97	0.00	1,257.10	241.334.60	31.924.55	197 921 75	185.40	1 007 78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,076.00	0.00	0.00	0.00	91.64	39,791.03	0.00	394.04	40.111.00	0.00	0.00	6 16 1 30	99.40	288.00	508.35	278.05	37.30	1,809.00	Sum of MAR Su
0	0.00	0.00	0.00	25.80	45.65	0.00	130.23	0.00	0.00	137.90	350.84	478.63	1,179.60	203,680.55	31,169.79	165 692 71	700.30	1 206 54	0.00	0.00	0.00	0.00	0.00	34.03	0.00	0.00	490.00	0.00	0.00	0.00	86.24	35,647.70	0.00	30.00	52,871.00	454.00	0.00	666.00	0.00	188.87	425.80	225.70	0.00	2,713.50	Sum of APR Su
3	0.00	0.00	0.00	19.20	52.80	0.00	71.60	0.00	0.00	68.90	323.97	281.24	1,048.90	218,284.54	27,264.37	181 009 13	137.70	797 76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.96	38,329.12	0.00	1,257.56	89,628.00	535,00	0.00	760 <i>42</i>	0.00	304.15	227.69	293.27	32.70	1,105.50	Sum of MAY Su
	0.00	0.00	46.78	38.40	86.35	0.00	71.45	0.00	0.00	212.80	182.87	330.22	996.95	207,045.47	22,123.09	183 740 19	137 70	1 131 78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.80	34,037.60	0.00	2,263.18	37,341.00	635.00	0.00	597.06	0.00	45 65 45 65	28.764	210.89	25.60	1,608.00	Sum of JUN SI
	0.00	0.00	0.00	0.00	43.45	0.00	111.92	0.00	0.00	240.72	429.99	475.65	1,040.45	201,067.19	22,017.83	181 781 34	143.80	1 321 50	336 SO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.36	34,481.96	0.00	2,622.96	41,743.00	453.00	0.00	1 233 09	100.00	161 60	395.05	269.60	51.08	2,814.00	Sum of JUL St
2	0.00	0.00	54.38 39.60	0.00	45.65	599.58	52.20	0.00	0.00	513.10	332.95	200.33	1,165.10	210,766.58	22,284.14	181 535 44	52.40	1 172 13	335 74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93.48	39,974.37	0.00	2,036.17	69,721.00	697.00	0.00	6 249 96	000	778 70	354.54	307.30	6.50	804.00	Sum of AUG S
	0.00) . .	73 44	15.60	157.00	15.40	38.43	0.00	21.08	0.00	237.54	438.84	1,258.51	202,290.08	25,461.03	170 514 36	211.49	1 218 54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.04	34,277.48	0.00	2,340.82	37,046.00	492.00	0.00	7 698 72	000	144.00	107.95	336.33	47.50	2,412.00	Sum of SEP
=======================================	0.00	113.04	113.07	186.60	542.00	614.98	734.05	0.00	21.08	1,717.84	3,049.54	2,204.91	10,160.16	1,907,755.40	236,524.41	1 602 763 42	1.397.05	9 841 74	563 24	0.00	0.00	0.00	0.00	34.03	0.00	0.00	3,864.95	0.00	0.00	0.00	828.96	324,489.89	0.00	10,944.73	464,896.00	3.266.00	2,474.00	39 292 48	26.40	00.400,7	3,333.39	2,143.51	248.68	16,214.00	Total YTD 9/30/2018

Case 18-31754-5-mcr Doc 134-1 Filed 01/15/19 Entered 01/15/19 17:12:03 Desc Exhibit A - Asset Purchase Agreement Page 188 of 231

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2018

ZZ-CHOA HS Direct Sale ZZ-CHOA General Surgery 1st Floor @ CAP Building ZZ-CHOA Forsyth ZZ-CHOA Fayette ZZ-CHOA Executive Park Row Labels ZZ-CHOA Hudson Bridge ZZ-CHOA Hamilton Mill ZZ-CHOA Gynecology 1st Floor ZZ-CHOA North Druid Hills ZZ-CHOA Medical Office Bldg ZZ-CHOA Ivy Walk ZZ-CHOA Neuroscience ZZ-CHOA Neurology ZZ-CHOA Mount Zior ZZ-CHOA Marietta ZZ-CHOA Town Center ZZ-CHOA Satellite Blvd ZZ-CHOA Primary Care Center-Chamblee ZZ-CHOA Physician Group at Town Center- Orthopedics ZZ-CHOA Outpatient Surgery Center at Satellite Blvd ZZ-CHOA Old Milton Parkway ZZ-CHOA North Point ZZ-CHOA Suwanee ZZ-CHOA SR Replacement Scrubs ZZ-CHOA Sandy Plains 7Z-CHOA Orthotics & Prosthetics ZZ-Crestview Contract Labor ZZ-CHOA Urgent Care - Hamilton Creek ZZ-CHOA Surgery Center at Meridian Mark Plaza ZZ-CHOA Snellville ZZ-GH North Georgia Cancer Center ZZ-GH Harris Radiation Therapy Center ZZ-GH Harris Radiation Therapy Center ZZ-Floyd Medical Center ZZ-East Point Grady Health Center ZZ-Crestview Health & Rehabilitation Center ZZ-Crestview Direct Sale ZZ-CHOA Webb Bridge ZZ-GMC Academic Internal Medicine Partners ZZ-GHS Emergency Medical Services ZZ-GHS Contract Labor ZZ-GH Northwest Georgia Women's Care ZZ-GH Northwest Georgia Women's Care ZZ-GH North Georgia Cancer Center ZZ-Georgia Cancer Center for Excellence ZZ-Fresenius Medical Care of Henry County Z-Floyd Primary Care Sum of JAN Sum of FEB Sum of MAR Sum of APR 169,546.70 14,615.36 1,147.69 3,045.48 1,489.04 2,424.91 2,016.00 1,941.98 568.25 595.75 219.06 306.62 305.49 181.10 529.23 124.29 282.30 135.49 354.12 19.50 54.30 467.81 13.20 19.80 180.95 13.40 0.00 0.00 0.00 0.00 6.70 0.00 0.00 0.00 0.00 0.00 150,252.54 14,796.23 1,828.50 1,598.87 1,198.29 1,052.35 2,523.58 2,086.70 379.38 162.93 291.02 430.05 156.10 529.78 286.90 196.70 19.90 635.12 99.40 78.63 17.85 12.60 242.73 13.40 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 158,938.26 17,026.49 1,594.44 3,603.00 1,980.08 2,648.80 2,715.90 938.67 661.15 815.55 382.23 371.81 239.20 130.00 284.62 327.85 486.10 151.36 498.14 536.14 45.50 221.23 41.78 29.60 14.85 19.80 0.00 0.00 0.00 6.70 0.00 0.00 45.30 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 60,472.85 16,657.18 2,421.37 1,801.98 3,165.95 2,161.50 1,424.09 597.50 284.69 973.33 447.41 366.12 212.30 104.23 333.85 304.75 505.40 198.85 934.87 92.43 36.30 372.90 13.40 0.00 15.80 0.00 0.00 0.00 0.00 7.70 6.70 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Sum of MAY Sum of JUN Sum of JUL 15,950.96 2,660.68 2,895.54 1,274.86 1,778.98 2,078.93 474.60 350.53 1,359.00 196.48 159.81 347.91 306.86 567.35 109.10 217.10 403.59 92.63 885.96 61.60 46.10 336.40 13.40 36.30 19.90 13.20 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 18,339.06 2,302.85 2,103.58 1,675.69 2,218.50 1,063.50 343.59 306.65 290.02 285.26 421.82 947.12 383.78 800.20 316.89 107.55 390.60 13.40 29.95 32.70 83.51 13.20 246.00 8.25 6.70 0.00 0.00 0.00 0.00 7.70 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 17,237.69 3,032.95 1,350.75 1,696.75 1,362.96 2,057.85 695.58 234.68 210.47 236.70 130.63 275.13 361.58 392.55 194.83 416.30 31.90 52.60 62.70 26.60 6.70 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Sum of AUG 16,235.95 2,365.13 2,719.72 2,825.59 1,011.55 1,723.20 239.40 255.70 120.38 398.61 285.86 465.75 681.36 746.97 105.30 126.06 34.10 13.40 19.50 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Sum of SEP 12,986.66 1,754.69 2,386.14 2,206.40 1,389.90 468.93 241.55 284.20 199.60 255.21 379.18 457.11 989.53 147.20 130.13 666.1571.93 57.40 98.13 14.90 41.55 48.95 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 6.50 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 9/30/2018 Total YTD 143,845.58 539,210.35 21,250.01 3,121.21 24,486.15 17,578.74 13,970.38 1,064.85 12,031.50 2,129.62 1,208.15 6,305.29 2,232.41 4,170.41 2,825.73 3,072.77 9,698.06 4,685.29 3,459.90 1,354.21 308.43 308.50 223.30 258.75 114.90 147.20 93.80 309.75 92.60 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

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ZZ-Harbin Clinic (550) Specialty	ZZ-Harbin Clinic (504) Cardiology	ZZ-Harbin Clinic (330) Physicians Center	77-Harbin Clinic (150) Cartersville	77-Harbin Clinic (14) Cedartown	77 College Street, Contor IIIC	22-Gwinnett Medical Center Dulum	22-Gwinnett Medical Center Dietal y	22 Chile Medical Contact Diotact	77-Griffin Center for Pain and Spine IIC	77-GrHS University Medical Group OB/GYN	77-GrHS Surgery Center- Boiling Springs	77-GrHS Satellite Accounts	77-GrHS Proaxis Therapy S Pine St	77 Grus Proavic Therany Oak Grove	77-GrHS Padiatric Specialists - North Grove	77 Grus Dadiatric Specialists - Dinnean	77-GrHS Patewood Memorial Hospital	77-Grus Datewood Medical Campus	77 Grus North Greenville Hospital	77-GrHS MDC Direct Sale	77-Grus Hillerost Memorial Hospital	77-GrHS Greer Memorial Hospital	27 Grus Graanvilla Mamorial Madical Campus	27 Greenville Health System Scribs	27 Geografia Houlth System	22 Grady Health System (a) Coats	ZZ-Grady Health System (II)	ZZ-Gordon Hospital	ZZ-Gordon Hospital	ZZ-GMC Wound Ireatment Center	ZZ-GMC Suwanee Specialty Center	ZZ-GMC Strickland Family Medicine	ZZ-GMC SportsRehab	ZZ-GMC Pain Management Center	ZZ-GMC Outpatient Imaging Center	ZZ-GMC John's Creek Orthopaedic Surgery Center	7Z-GMC Imaging Center at Hamilton Mill	ZZ-GMC Gwinnett Extended Care Center	ZZ-GMC Glancy Rehabilitation Center	77-GMC Direct Sale	77-GMC Contract Labor	77-GMC Cancer Sunnort Center	77-CMC Cancer Center - Snellville	27 GMC Cancar Carter-Hamilton Mill	NOW LABEID LABORITATION CONTROL CONTR
1,828.19	714.50	105.45	1,016.58	551.80	2 624.48	356.978.57	123 926 27	850.00	0.00	339.00	0.00	0.00	397.00	167.00	342.00	15.00	0.00	0.00	0.00	0.00	487.00	28.00	18,887.00	17,626.00	457.590.00	0.00	0.00	0.00	0.00	52 922 16	0.00	200	733.70	1,210.80	2,448.41	767.61	879.55	17,577.00	7,311.17	0.00	0.00	555.40	366.05	0.00	2.913.15
0.00	0.00	0.00	0.00	0.00	2.272.57	308,784.30	101 420 07	1.012.50	0.00	263.00	0.00	0.00	384.00	287.00	304.00	42.00	0.00	0.00	0.00	0.00	378.00	45.00	478.00	15,657.00	312,068.00	0.00	0.00	0.00	00.0	44.177.45	5/6 60	00.00 00.86T	612.95	497.25	2,686.99	860.75	923.05	25,548.77	8,132.50	0.00	0.00	852.90	414.35	0.00	1.937.95
0.00	0.00	0.00	0.00	0.00	2.677.10	341,825.38	115 379 40	870.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,178.00	2,541.00	0.00	0.00	0.00	0.00	45.193.89	836.78	0.00	/61.00	1,522.35	3,796.71	1,018.80	1,179.90	25,629.95	11,859.20	0.00	0.00	815.70	305.25	0.00	3,043.30 2,991.0
0.00	0.00	0.00	0.00	0.00	2,543.68	327,471.41	119.335.11	1.362.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,297.70	1 000 25	212 45	376.00	692.78	3,746.28	890.33	748.30	26,803.97	9,713.44	0.00	0.00	824.95	370.10	0.00	Ō
0.00	0.00	0.00	0.00	0.00	2,049.24	329,600.04	117.670.31	1,702.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,148.11	36,420.55	753.55	0.00	176.00	335 16	3,883.36	1,243.64	957.63	25,373.52	11,362.03	0.00	0.00	566.75	555.30	40.00	2,187.00
0.00	0.00	0.00	0.00	0.00	2,545.10	338,399.26	106.918.71	2,026.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,199.02	0.00	989.00	0.00	000	1,0/5.20	3,/34.41	864.74	1,1/9.39	21,859.34	11,790.62	0.00	0.00	506.85	441.55	0.00	2,187.00 2,435.64 1,174.5
0.00	0.00	0.00	0.00	0.00	747.08	175,858.75	66,567.55	770.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	733.08	0.00	000	438.83	1,619.05	469.44	434.43	14,651.33	5,847.18	0.00	0.00	541.10	202.55	0.00	(n)
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,828.19	714.50	105,45	1,016.58	551.80	15,459.25	2,178,917.71	751,217.39	8,593.75	0.00	602.00	0.00	0.00	781.00	454.00	646.00	57.00	0.00	0.00	0.00	0.00	865.00	73.00	19,365.00	35,461.00	772,199.00	0.00	0.00	0.00	16,347.13	225,011.75	5,490.52	212.45	788.00	5,054.21	21,913.21	6,115.31	6,302.23	157,443.88	66,016.14	0.00	0.00	4,663.65	2,655.15	40.00	16,682.59

											E	Ξx	hil	bit	Α	٠-	A	SS	et	P	uı	rcl	na	S	Э /	٩g	jr∈	e	me	en	t	F	Pa	ge	1	90) (of :	23	31						
11/2/2018 10:30 AM	ZZ-Northeast Georgia Medical Center	ZZ-NGMC Braselton Equipment Lease	ZZ-NGMC Braselton Equipment Lease	ZZ-NGHS Trauma & Acute Care Orthopedics	ZZ-NGHS Outpatient Cardiac Rehab	ZZ-NGHS Laurelwood	ZZ-NGHS Lanier Park Wound Care	ZZ-NGHS Lanier Med Transport	ZZ-NGHS Contract Labor	ZZ-NGHS Cleveland White Co. EMS	ZZ-Murray Medical Center	ZZ-Murray Medical Center	ZZ-Morrison's Cafeteria at Floyd Medical Center	ZZ-MHI Outpatient Imaging	ZZ-MHI Outpatient Imaging	ZZ-Memorial Hospital	77-Memorial Hospital	77-Memorial Hixson Hospital	77-Memorial Hixson Hospital	77-MFM Ooltewah Imaging Center	77-MFM Ooltewah Imaging Center	77-MFM Mission Surgery Center	77-MFM Mission Surgery Center	77-MFM Hamilton YMCA	ZZ-MEM Hamilton YMCA	ZZ-MEM Atrium Sleep Center	ZZ-MEM Atrium Sleep Center	ZZ-MBMH Women's Breast Health Center	ZZ-MBMH Outpatient Therapy Services	77-Mary Black Memorial Hospital	77-1 inen Renlacement in Excess of Allowance (RM)	77 Laurana County Mamorial Hospital	77-Infections Disease Program	77 Hospital Services Inc Contract Labor	ZZ-HIX Sleep Lab	ZZ-HIX Physical Therapy	ZZ-HIX Physical Therapy	ZZ-Higgins General Hospital	ZZ-Harbin Clinic Vein Center	ZZ-Harbin Clinic Family Medicine - Armuchee	ZZ-Harbin Clinic Family Medicine - Adairsville	ZZ-Harbin Clinic Dialysis - Summerville	ZZ-Harbin Clinic Dialysis - Calhoun	ZZ-Harbin Clinic Dialysis	ZZ-Harbin Clinic (Main)	ZZ-Harbin Clinic (Cancer Center)
	318,532.31	0.00	0.00	0.00	274.80	4,390.11	1,371.89	296.28	0.00	312.10	0.00	9,652.95	1,350.00	0.00	79.96	0.00	228,257.93	0.00	52,122.96	0.00	2,353.47	0.00	1,213.15	0.00	383.28	0.00	924.71	792.00	474.00	60,836.00	0.00	0.00	0.00	0.00	0.00	0.00	153.57	18,235.43	65.10	0.00	0.00	256.00	256.00	1,006.50	4,770.23	1,607.70
	271,195.83	0.00	0.00	0.00	349.80	3,660.29	863.71	225.79	0.00	538.10	0.00	8,583.74	1,342.50	0.00	236.12	0.00	218,840.34	0.00	50,585.07	0.00	2,893.43	0.00	1,813.80	0.00	195.24	0.00	913.13	858.00	241.00	55,433.00	0.00	0.00	0.00	0.00	0.00	790.70	1/4.35	16,310.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	215,496.87	0.00	0.00	0.00	480.60	4,269.31	1,378.06	181.35	0.00	419.95	0.00	7,996.57	1,417.50	0.00	92.01	0.00	242,770.84	0.00	52,327.84	0.00	3,196.97	0.00	820.77	0.00	321.65	0.00	659.02	1,174.00	497.00	54,737.00	0.00	0.00	0.00	0.00	0.00	739.93	239.28	16,3/6.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	310.20	4,657.91	1,393.74	337.10	0.00	439.30	0.00	7,634.22	500.00	0.00	113.28	0.00	227,025.41	0.00	47,543.23	0.00	2,891.54	0.00	651.94	0.00	417.15	0.00	872.76	1,141.00	599.00	50,259.00	0.00	0.00	0.00	0.00	0.00	973 22	0.00	11,338.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	519.60	4,485.30	2,400.72	377.65	0.00	539.25	0.00	8,405.30	0.00	0.00	166.95	190,540.35	32,723.39	5,208.40	42,017.40	0.00	3,143.46	0.00	401.22	0.00	261.38	0.00	482.88	911.00	588.00	54,730.00	0.00	0.00	0.00	0.00	0.00	634.91	96.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	389.40	3,920.38	1,342.18	184.55	0.00	159.60	4,456.29	0.00	0.00	86.79	0.00	157,705.64	0.00	13,286.97	0.00	2,047.63	0.00	399.76	0.00	274.06	0.00	282.72	0.00	1,379.00	276.00	52,717.00	0.00	0.00	0.00	0.00	1.237.74	000	552 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F:\CFO\C	0.00	0.00	0.00	26.70	648.00	4,376.05	1,993.20	502.00	0.00	587.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,056.00	0.00	46,847.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F:\CFO\Crown\APA Requests\Pounds by customer 201	0.00	0.00	0.00	0.00	66.00	1,715.47	264.81	0.00	0.00	246.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	916.00	263.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ests\Pounds by	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	576.00	225.00	214.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
customer 201	805,225.01	0.00	0.00	26.70	3,038.40	31,474.82	11,008.31	2,104.72	0.00	3,241.90	4,456.29	42,272.78	4,610.00	86.79	688.32	348,245.99	949,617.91	18,495.37	244,596.50	2,047.63	14,478.87	399.76	4,900.88	274.06	1,578.70	282.72	3,852.50	8,803.00	3,163.00	375,773.00	0.00	0.00	0.00	0.00	1,237.74	3.716.12	553 20	1 205 66	63 761 08	65 10	0.00	256.00	256.00	1,006.50	4,770.23	1,607.70

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11/2/2018 10:30 AM	77-SnRPG Family Physicians - Landrum	ZZ-SpRPG Family Physicians - Boiling Springs	ZZ-SpRPG Family Physicians - 290	ZZ-SpRPG Family Medicine - Converse Heights	ZZ-SpRPG Ear, Nose, and Throat - Spartanburg	ZZ-SpRPG Corporate Health - Greer	ZZ-SpRPG Center for Family Medicine - Chesnee	ZZ-SpRMC Replacement Scrubs	ZZ-SpRHS Union Medical Center	ZZ-SpRHS Transportation Garage	ZZ-SpRHS Restorative Care LTC	ZZ-SpRHS Rehabilitation - YMCA	ZZ-SpRHS Rehabilitation - West Spartanburg	ZZ-SpRHS Rehabilitation - Pelham Medical Center	77-SnRHS Rehabilitation - Fast Snartanburg	77-SnRHS Rehab ZF Grav Court	77-SnRHS Regional One Air Medical Service	77-SpRHS Regional Hospice Home	77-SnRHS PMC Imaging Services	77-SpRHS PMC Comprehensive Pain Center	ZZ-SpRHS Pelham Medical Center	77-SnRHS Pediatric Rehabilitation	77-SnRHS Outpatient Imaging Services - North Grove	77-Sorry Ortho Surgery Fastside/Ortho Trauma Services	77-SnRHS North Grove	77-SnRHS MGC Internal Medicine Westside	77. Sorrer Gibbs Cancer Center - Pelham	77_SnRHS Gibbs Cancer Center - Gaffney	77. ShRHS Emergency Medical Services	77 Captic Ellon Carar Nursing Home	77. Sorres Child Develonment Center	22-Spartanburg Regional Medical Certical	ZZ-RM Star Wipers, Inc RAGS	ZZ-Polk/Floyd Wound Center	ZZ-Polk Medical Center	ZZ-PNH Southern Neurology	ZZ-PNH Imaging Center	ZZ-Piedmont Newton Hospital	ZZ-Peachtree Christian Hospice	ZZ-Pain Care Center of Georgia, LLC	ZZ-Northwest Georgia Women's Care	77-Northwest Georgia Women's Care	ZZ-Northeast Georgia Medical Center Braselton	77-Northeast Georgia Medical Center Braseltor	ZZ-Northeast Georgia Medical Center Barrow	ZZ-Northeast Georgia Medical Center
	187.00	185.00	72.00	0.00	0.00	183.00	55.00	0.00	13,095.00	0.00	10,294.00	1,101.00	277.00	99.00	226,00	18.00	126.00	2,980.00	1,617.00	332.00	31,563.00	0.00	3,440.00	12.00	89.00	28.00	859.00	280.00	1,430.00	15.147.00	2,158.00	215.00	268 451 00	256.91	13,908.99	0.00	0.00	62,320.78	0.00	0.00	0.00	100.10	0.00	88,111.56	18,467.93	0.00
	89.00	76.00	50.00	0.00	0.00	223.00	53.00	0.00	10,812.00	0.00	10,316.00	1,023.00	476.00	190.00	296.00	15.00	203.00	2,418.00	1,756.00	18.00	25,251.00	0.00	3,739.00	0.00	46.00	73.00	822.00	109.00	938.00	12.974.00	1,940.00	457.00	243.510.00	295,23	11,903.17	0.00	0.00	56,008.96	0.00	0.00	0.00	133.20	0.00	92,851.43	15,126.90	0.00
	216.00	144.00	77.00	0.00	0.00	228.00	44.00	0.00	11,737.00	117.00	9,988.00	986.00	397.00	253.00	360.00	15.00	94.00	3,028.00	2,168.00	53.00	26,656.00	0.00	4,900.00	0.00	203.00	103.00	1,354.00	209.00	1,133.00	14,878.00	2,103.00	207.00	274.796.00	25 368 DO	11,870.20	0.00	0.00	58,852.96	0.00	0.00	0.00	123.20	23,646.00	63,530.81	14,252.03	85,325.00
	80.00	135.00	154.00	39.00	0.00	183.00	39.00	0.00	10,061.00	138.00	10,477.00	987.00	468.00	202.00	234.00	27.00	150.00	2,756.00	1,658.00	0.00	25,502.00	0.00	3,960.00	0.00	84.00	36.00	1,154.00	320.00	1,264.00	13,891.00	1,873.00	336.00	254.183.00	0.00	4,364./3	0.00	0.00	53,617.48	0.00	0.00	0.00	69.30	67,257.00	0.00	15,849.49	226,656.00
	0.00	82.00	37.00	0.00	0.00	138.00	85.00	0.00	8,909.00	100.00	9,251.00	1,516.00	292.00	286.00	441.00	0.00	243.00	2,503.00	2,280.00	46.00	27,189.00	0.00	4,703.00	14.00	57.00	75.00	1,018.00	94.00	1,030.00	14,570.00	2,171.00	201.00	168,437.00	0.00	0.00	0.00	0.00	55,156.23	0.00	0.00	0.00	100.10	77,353.00	0.00	17,575.28	251,142.00
	0.00	0.00	0.00	0.00	0.00	86.00	0.00	0.00	0.00	0.00	0.00	233.00	79.00	101.00	67.00	0.00	82.00	0.00	201.00	0.00	0.00	0.00	1,168.00	0.00	0.00	0.00	356.00	42.00	166.00	0.00	443.00	0.00	0.00	0.00	0.00	0.00	0.00	48,440.26	0.00	0.00	0.00	0.00	75,989.00	0.00	13,554.88	249,174.00
F-\CEO\	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(457.60)	0.00	0.00	0.00	0.00	70,556.00	0.00	13,996.95	243,/83.00
Crown\APA Rec	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,800.00	0.00	19,955.13	, T'ACA'T,
niests\Paiinds h	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,474.04	0.00
F:\CFO\Crown\APA Requests\Pounds by customer 2018	572.00	622.00	390.00	39.00	0.00	1,041.00	276.00	0.00	54,614.00	355.00	50,326.00	5,846.00	1,989.00	1,131.00	1,624.00	75.00	898.00	13,685.00	9,680.00	449.00	136,161.00	0.00	21,910.00	26.00	479.00	315.00	5,563.00	1,054.00	5,961.00	71,460.00	10,688.00	1,416.00	1,209,377.00	25,368.00	1 155 08	0.00	0.00	333,939.07	0.00	0.00	0.00	525.90	343,601.00	244,493.80	144,252.63	1,128,039.00

34,103,704.69	2,077,142.05	4,032,128.92 3,494,818.05 3,017,187.87 2,723,513.77 2,077,142.05	3,017,187.87	3,494,818.05	4,032,128.92	4,196,445.58		4,576,986.03 4,714,721.65	5,270,760.77	Grand Total
44,418.20	0.00	0.00	0.00	0.00	0.00	8,636.22	12,153.25	11,598.84	12,029.89	ZZ-Willowbrooke at Tanner
27,886.76	632.82	4,784.21	5,008.95	5,677.20	5,847.63	5,935.95	0.00	0.00	0.00	ZZ-VAMC Trinka Davis Veterans Village
14,953.83	0.00	0.00	0.00	0.00	0.00	0.00	5,269.42	4,981.40	4,703.01	ZZ-VAMC Trinka Davis Veterans Village
54,155.02	303.75	12,960.44	6,167.11	10,279.88	11,845.97	2,528.58	3,093.29	3,206.22	3,769.78	ZZ-VAMC Ft. McPherson Bldg
73,834.03	328.74	6,960.46	9,425.53	8,382.05	10,371.01	11,438.16	9,879.93	8,901.76	8,146.39	ZZ-VAMC Atlanta Clinic Facility
946,145.21	7,372.61	118,404.38	118,900.15	102,695.78	122,833.32	115,941.43	127,674.47	100,532.78	131,790.29	ZZ-VAMC Atlanta
14,960.82	0.00	0.00	0.00	11,398.72	3,562.10	0.00	0.00	0.00	0.00	ZZ-Triumph The Specialty Hospital, LLC (Rome, GA)
48,607.46	0.00	0.00	0.00	0.00	8,969.20	12,117.24	8,499.13	9,293.07	9,728.82	ZZ-Triumph The Specialty Hospital, LLC (Rome, GA)
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ZZ-TMC Contract Labor
170,971.98	0.00	0.00	0.00	0.00	0.00	33,952.29	47,341.75	41,614.03	48,063.91	D ZZ-Tanner Medical Center/Villa Rica
439,172.77	0.00	0.00	0.00	0.00	0.00	91,960.55	119,617.40	108,969.99	118,624.83	ZZ-Tanner Medical Center/Carrollton
22,326.71	0.00	0.00	0.00	0.00	0.00	3,460.73	7,119.91	5,224.34	6,521.73	ZZ-Tanner Medical Center/Alabama
901.86	0.00	0.00	0.00	0.00	0.00	0.00	37.90	400.13	463.83	ZZ-STARR Sleep Lab
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ZZ-STARR Replacement Scrubs
5/,038./5	0.00	0.00	0.00	0.00	0.00	0.00	9,160.04	21,723.83	26,154.88	ZZ-Starr Regional Medical Center
727.38	0.00	0.00	0.00	0.00	0.00	0.00	135.45	278.23	313.70	 ZZ-STARR Outpatient Physical Therapy
1,0/3.85	0.00	0.00	0.00	0.00	0.00	0.00	121.30	433.05	519.50	ZZ-STARR Breast Center at Medical Mall
987.00	0.00	0.00	0.00	117.00	181.00	92.00	246.00	225.00	126.00	ZZ-SpRPG Weight Loss Services
424.00	0.00	0.00	0.00	0.00	0.00	0.00	366.00	58.00	0.00	ZZ-SpRPG Spartanburg Internal Medicine
1,590.00	0.00	0.00	0.00	0.00	610.00	183.00	371.00	119.00	307.00	ZZ-SpRPG PMC Center for Women
102.00	0.00	0.00	0.00	0.00	26.00	62.00	0.00	14.00	0.00	ZZ-SpRPG Palmetto Pediatrics - West
103.00	0.00	0.00	0.00	0.00	17.00	0.00	20.00	66.00	0.00	ZZ-SpRPG Palmetto Pediatrics - North Grove
151.00	0.00	0.00	0.00	0.00	16.00	0.00	56.00	79.00	0.00	ZZ-SpRPG Pacolet Family Medicine
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ZZ-SpRPG MGC Pediatrics - Union
2,109.00	0.00	0.00	0.00	176.00	171.00	600.00	421.00	278.00	463.00	ZZ-SpRPG MGC Occupational Health - Westside
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ZZ-SpRPG MGC OB/GYN - Union
891.00	0.00	0.00	0.00	64.00	114.00	178.00	226.00	107.00	202.00	ZZ-SpRPG Magnolia Plastic Surgery - Spartanburg
225.00	0.00	0.00	0.00	0.00	69.00	46.00	27.00	28.00	55,00	ZZ-SpRPG Magnolia Plastic Surgery - Greer
1,204.00	0.00	0.00	0.00	42.00	304.00	207.00	279.00	235.00	137.00	ZZ-SpRPG Internal Medicine - Greer
507.00	0.00	0.00	0.00	0.00	0.00	312.00	0.00	111.00	84.00	ZZ-SpRPG Inman Family Medicine
Total YTD 9/30/2018		of MAY Sum of JUN Sum of JUL Sum of AUG Sum of SEP	ım of JUL Sı	um of JUN St		Sum of APR Sum	Sum of MAR S	Sum of FEB S	Sum of JAN S	Row Labels ** *********************************

			A-1 Products Inc.		January 2017 through September 2018	Transaction List by Vendor	Clarus Linen Systems - EASTPOINT
000000000000000000000000000000000000000	Bill Pmt - Check 02/01/2017 4536	Bill Pmt -Check 01/10/2017 4485	nc.	Туре	September 2018	by Vendor	ms - EASTPOINT
20000017	02/01/2017 49	01/10/2017 4		Date			
527 50 #ED10561	536	185		Num			
				Memo			
1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		Account			
				먑	!		
2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable		Spirt)		
				Debit	,		
1,579.64	1,264.51	533.71		Debit Credit		11/02/2018	8:38 AM

)9-30 Eastpoint	01-01 to 2018-0	ndor payments 2017-(:quests\Ven	F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastpoint				11/2/2018 10:41 AM
120.00	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	monthly monitoring - qtrly billing	01/10/2017 4486	Bill Pmt-Check	Alarm Systems, Inc
0,44	57	2010 Coccailes aya	-	LOTT CONTRIBUTE 1 1900 DISHIPARAT	August 2018	09/18/2018 acn09182018	Bill Pmt -Check	
3 414 70	<u> </u>	2010 Accounts Payable		1011 Contactors LCDC Distriction	July 2018		Bill Pmt -Check	
4,335.00		2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	June 2018		Bill Pmt -Check	
4,411.//	जेति स	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	May 2018		Bill Pmt -Check	
4,265.76	i di	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	April 2018		Bill Pmt -Check	
9,943.76	ble ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution			Bill Pmt -Check	
5,/39.82	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	November 2017	02/02/2018 ach02022018	Bill Pmt -Check	
5,698.42	ble Be	2010 Accounts Payable		1011 · Centerstone HSBC Distribution	December 2017	02/02/2018 ach02022018	Bill Pmt -Check	
4,971.88	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	January 2018	02/02/2018 ach02022018	Bill Pmt -Check	
5,739.82	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	August 2017	01/11/2018 ach01112018 /	Bill Pmt -Check	
5,739.82	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	September 2017	01/11/2018 ach01112018	Bill Pmt -Check	
5,739.82	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	October 2017		Bill Pmt -Check	
6,169.42	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	July 2017		Bill Pmt -Check	
6,169.42	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	June 2017	09/21/2017 ach09212017 、	Bill Pmt -Check	
6,169.42	ble	2010 Accounts Payable		1011 · Centerstone HSBC Distribution	May 2017)9202017	Bill Pmt -Check	
0	ble 0.00	2010 · Accounts Payable	ح	1011 · Centerstone HSBC Distribution	VOID: July 2017		Bill Pmt -Check	
0	ble 0.00	2010 · Accounts Payable	۷	1011 · Centerstone HSBC Distribution	VOID: June 2017	09/15/2017 4773	Bill Pmt -Check	
0	ble 0.00	2010 · Accounts Payable	۷	1011 · Centerstone HSBC Distribution	VOID: May 2017	08/11/2017 4731 V	Bill Pmt -Check	
7,216.38		2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	April 2017	05/15/2017 ach05152017 A	Bill Pmt -Check	
7,216.38	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	March 2017	04/17/2017 ach04172017 N	Bill Pmt -Check	
7,343.84	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	February 2017	03/22/2017 ach03222017 F	Bill Pmt -Check	
7,592.66	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	January 2017	03/01/2017 ach03012017 J	Bill Pmt -Check	
5,798.67	ble	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	December 2016	01/18/2017 ach01182017 C	Bill Pmt -Check	
								AFLAC (C)
0	ole 0,00	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	QuickBooks generated zero amount transaction for bill payment stub		Bill Pmt -Check	
6,768.18	ře	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution		12/08/2017 4864	Bill Pmt -Check	
993,35)e	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10727	08/11/2017 4730 p	Bill Pmt -Check	
3,401.02	je je	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution		03/24/2017 4606	Bill Pmt -Check	
4,293,43	हें	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10575	02/24/2017 4570 p	Bill Pmt -Check	
3,744.00	ĕ	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10576	02/06/2017 4538 pr	Bill Pmt -Check	
31,262.46	क	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10450	01/13/2017 4514 pt	Bill Pmt -Check	
								ACA Enterprises
501.39	é	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10298 08/26/2016	03/24/2017 4605 pc	Bill Pmt -Check	
								AA Electric, Inc.
3,119.68	ē	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	,	4924		
J	ole 0.00	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	QuickBooks generated zero amount transaction for bill payment stub			
)	de 0.00	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	QuickBooks generated zero amount transaction for bill payment stub			
950.40	le	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10979			
1,029.97	ė	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10980			
1,498.10	ē	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution				
1,579.64	ē	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution	po #EP10561			
1,264.51	ē	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution		02/01/2017 4536		
533.71	⊕	2010 · Accounts Payable		1011 · Centerstone HSBC Distribution		01/10/2017 4485	Bill Pmt -Check C	
								A-1 Products Inc.

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5,400.87		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP11052	k 11/17/2017 wire 111717	Bill Pmt -Check	
8,129.09		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		k 11/14/2017 wire 111417	Bill Pmt-Check	
8,470.45		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP11040	k 11/07/2017 wire 110717	Bill Pmt -Check	
3,718.45		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP11036	k 10/30/2017 wire 103017	Bill Pmt -Check	
68,270.40		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP11033	k 10/23/2017 wire 102317	Bill Pmt -Check	
21,847.61		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		k 10/16/2017 wire 101617	Bill Pmt -Check	
12,560.21		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		k 10/06/2017 wire 100617	Bill Pmt -Check	
6,625.33		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP11010	k 09/22/2017 wire 092217	Bill Pmt -Check	
12,112.51		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		c 09/18/2017 ACH 091817	Bill Pmt -Check	
6,616.51		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		c 09/08/2017 wire 090817	Bill Pmt -Check	
5,945.21		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po # EP10972	c 09/01/2017 wire090117	Bill Pmt -Check	
21,210.38		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		c 08/31/2017 wire 083117	Bill Pmt -Check	
9,360.03		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP10925	c 08/07/2017 wire 080717	Bill Pmt -Check	
11,014.29		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		08/07/2017 wire 080717	Bill Pmt -Check	
15,169.22		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		07/27/2017 wire 072717	Bill Pmt -Check	
26,599.60		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		07/10/2017 wire 071017	Bill Pmt -Check	
11,362.63		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		07/03/2017 wire 070317	Bill Pmt -Check	
15,553.09		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po # EP10840	06/26/2017 wire 062617	Bill Pmt -Check	
14,698.45		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP10809	06/16/2017 wire 061617	Bill Pmt -Check	
18,012.38		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po # EP10799	06/13/2017 wire 061317	Bill Pmt -Check	
13,819.83		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		06/01/2017 wire060117	Bill Pmt -Check	
3,848.15		2010 - Accounts Payable	1011 · Centerstone HSBC Distribution		05/31/2017 ach05312017	Bill Pmt -Check	
32,242.70		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		05/24/2017 wire 052417	Bill Pmt -Check	
5,747.19		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po # EP10741	05/16/2017 wire 051617	Bill Pmt -Check	
6,205.15		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		05/08/2017 wire 050817	Bill Pmt -Check	
1,168.44		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP10603	04/24/2017 ach04242017	Bill Pmt -Check	
65,305.52		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/17/2017 wire041717	Bill Pmt -Check	
7,273.86		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/10/2017 ach041017	Bill Pmt -Check	
13,327.92		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP10613	04/04/2017 wire040417	Bill Pmt -Check	
15,261.95		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP10567	03/20/2017 ach03202017	Bill Pmt -Check	
4,273.90		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po#EP10590	03/13/2017 ach03132017	Bill Pmt -Check	
21,595.49		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		03/06/2017 ach03062017	Bill Pmt -Check	
8,884.65		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/21/2017 wire022117	Bill Pmt-Check	
9,569,01		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/13/2017 wire021317	Bill Pmt -Check	
40,038.33		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/06/2017 wire020617	Bill Pmt -Check	
21,907.72		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		01/30/2017 wire013017	Bill Pmt -Check	
11,638.61		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		01/24/2017 wire012417	Bill Pmt -Check	
18,919.19		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		01/17/2017 ach01172017	Bill Pmt -Check	
25,213.48		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		01/09/2017 ach01102017	Bill Pmt -Check	
24,556.50		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		01/03/2017 ach01032017	Bill Pmt -Check	
						American Associated Cos., Inc.	American Ass
762.88		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	manuel check - missing time off hours	08/07/2017 4728	Bill Pmt -Check	Albeit Lobei
				•			Alhert I oper
120.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	monthly monitoring	12/01/2017 4847	Bill Pmt-Check	
120.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	monthly monitoring - quarterly billing	08/11/2017 4732	Bill Pmt -Check	
120.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	monthly monitoring - quarterly billing	017 4652	Bill Pmt -Check	
Credit	Debit	Cir Split	Account	Memo	Date Num	Туре	•
;	!					September 2018	January 2017 through September 2018

Account ਨੂ Split Debit 11/02/2018

January 2017 through September 2016		Maria	Account	Clr Split	Debit
i ype	12/01/2017 win 120117	METIN	1011 · Centerstone HSBC Distribution	2010 · Acco	
Bill Pmt -Check	12/08/2017 wire 120817		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	12/20/2017 wire 122017		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	12/20/2017 wire 122017	po# EP11069 - old po#R9692	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	01/19/2018 wire 011918	po#EP11092	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	01/26/2018 wire 012618		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	02/05/2018 wire 020518		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	02/14/2018 wire 021418		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	02/20/2018 wire 022018		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	02/27/2018 wire 022718	po#EP11075	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	03/06/2018 wire 030618		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	03/09/2018 wire 030918		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	03/22/2018 wire 032218	po#EP11065	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	03/28/2018 wire 032818		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt-Check	04/18/2018 wire 041818		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	04/23/2018 wire 042318		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	04/24/2018 wire 042418	po#EP11088	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	05/01/2018 wire 050118		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	05/16/2018 wire 051618	po#EP11138	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	06/05/2018 wire 060518		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	06/06/2018 wire 060618	po#EP11138	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	06/13/2018 wire 061318		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt-Check	06/28/2018 wire 062818		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	06/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	0.00
Bill Pmt -Check	06/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	0.00
Bill Pmt -Check	06/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	0.00
Bill Pmt -Check	07/09/2018 wire 070918	po#EP11204	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	07/13/2018 wire 071318		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	07/25/2018 ach07252018	po#EP11215	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	07/31/2018 ach07312018	po#EP11211	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	08/08/2018 ach080818	po # EP11220	1011 - Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	08/09/2018 ach08092018	po # EP11207	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt-Check	08/10/2018 ach08102018	po#EP11226	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	08/22/2018 ach08222018	po # EP11226	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	08/28/2018 ach08282018		1011 · Centerstone HSBC Distribution	2010 - Accounts Payable	
Bill Pmt -Check	09/04/2018 ach09042018		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/05/2018 ach09052018		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/19/2018 ach09192018		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/27/2018 ach09272018		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/30/2018 ach08132018	po# EP11145	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/30/2018 ach08202018		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/30/2018 ach08272018	po#EP11126	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/30/2018 ach09042018	po#EP11126	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/30/2018 ach09102018	po#EP11138	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Bill Pmt -Check	09/30/2018 ach09172018	po#EP11138	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
APPLIED INDUSTRIAL TECHNOLOGIES				,	
APPLIED INDUSTRIAL TECHNOLOGIES					

.30 Eastpoint	1 to 2018-09-	F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastpoint	F:\CFO\Crown\APA Regue:			11/2/2018 10:41 AM	11/
8,856.65		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		07/07/2017 4707	Bill Pmt -Check	
19,926.46		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/28/2017 4656	Bill Pmt -Check	
31,342.37		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/07/2017 ach041017	Bill Pmt -Check	
32,455.51		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/28/2017 4601	Bill Pmt -Check	
23,637.51		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/24/2017 4574	Bill Pmt -Check	
9,787.57		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/06/2017 4542	Bill Pmt -Check	
8,802.72		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		01/13/2017 4515	Bill Pmt -Check	
51,949.67		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		01/10/2017 4488	Bill Pmt -Check	
						Chase Professionals	
889.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	manuel check - regular pay	12/14/2017 4875	Bill Pmt -Check	
	0.00	√ 2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	VOID: manuel check - regular pay	12/08/2017 4874	Bill Pmt -Check	
						Caylon J Newby	
2,800.00		2010 - Accounts Payable	1011 · Centerstone HSBC Distribution		06/22/2018 4950	Bill Pmt -Check	
1,920.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	consultant - 96hrs @ 20.00	11/27/2017 4846	Bill Pmt -Check	
						Carol Fowler	
150.16		2010 · Accounts Payable	1011 - Centerstone HSBC Distribution	05/03/2017	08/11/2017 4735	Bill Pmt -Check	
214.04		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	04/14/2017	06/29/2017 4696	Bill Pmt -Check	
595.24		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/28/2017 4655	Bill Pmt-Check	
115.96		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	01/09/2017	02/24/2017 4573	Bill Pmt -Check	
387.25		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/06/2017 4541	Bill Pmt -Check	
2/6.53		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	11/29/2016	01/10/2017 4487	Bill Pmt -Check	
						Captain Vending Services	
227.39		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #292307 04/21/2017	06/29/2017 4695	Bill Pmt -Check	
452.06		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/28/2017 4654	Bill Pmt -Check	
225.51		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #292307	02/24/2017 4572	Bill Pmt -Check	
225,51		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #292307	02/06/2017 4540	Bill Pmt -Check	
						Canon Financial Services, Inc (c)	
10,339.50		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		05/25/2018 4936	Bill Pmt -Check	
4,660.50		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	period 10/01/17-10/31/17	12/29/2017 4885	Bill Pmt -Check	
7,656.50		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	period 09/01/17-09/30/17	12/08/2017 4865	Bill Pmt -Check	
9,516.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		12/01/2017 4849	Bill Pmt -Check	
4,244.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		08/24/2017 4769	Bill Pmt -Check	
808.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	period 02/01/17-02/28/17	04/28/2017 4653	Bill Pmt -Check	
2,216.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	service 01/01/17-01/31/17	03/24/2017 4607	Bill Pmt -Check	
5,524.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/24/2017 4571	Bill Pmt -Check	
547.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	period 11/01/16-11/30/16	02/06/2017 4539	Bill Pmt -Check	
						Caduceus Occupational (C)	
3,269.49		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po #EP10723 01/26/2017	08/11/2017 4734	Bill Pmt -Check	
						Boiler Supply Company	
920.00		2010 · Accounts Payable	1011 - Centerstone HSBC Distribution	po #EP10878 03/28/2017	08/11/2017 4733	Bill Pmt -Check	
						Atlas Copco Compressors LLC	
335.00		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	contract #294507 05/31/2017	12/01/2017 4848	Bill Pmt -Check	
						Atlanta Sprinkler Inspection	
201.60		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	po #EP11112	03/13/2018 4923	Bill Pmt -Check	
321.53		2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		02/09/2018 4895	Bill Pmt -Check	
	0.00	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	QuickBooks generated zero amount transaction for bill payment stub	12/31/2017	Bill Pmt-Check	
Credit	Debit	Cir Split	Account	Memo	Date Num	Туре	
						January 2017 through September 2018	Ja

	And Control Don Distriction	acct #2000164103			
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		k 12/22/2017 4879	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		k 09/22/2017 4781	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #2000164103	k 08/15/2017 autod081517	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		k 04/28/2017 4658	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #900-0259714-000	k 03/24/2017 4609	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #900-0259714-000	k 02/06/2017 4544	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #900-0259714-000	k 01/10/2017 4491	Bill Pmt -Check	2
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		< 09/28/2018 5005	Bill Pmt -Check	2
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		< 12/01/2017 4851	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		10/27/2017 4833	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #0010638527	09/29/2017 4788	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #0010638527	04/28/2017 4657	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	08/26/2016	01/13/2017 4516	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #0010638527 11/18/2016	01/10/2017 4490	Bill Pmt -Check	
				Cintas-EP	<u>♀</u>
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution			Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #569675		Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #569675	08/11/2017 4737	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #569675	03/24/2017 4608	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #569675	02/24/2017 4575	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #569675		Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #569675	01/10/2017 4489	Bill Pmt -Check	<u> </u>
Edio / Moderno i ujunio	10.11. Celliel stolle Using Champaign		03/12/2018 4906	Bill Pmt -Check	ĵ.
2010 - Accounts Davable	1011 Centerstone DOC Distribution		12/29/2017 4886	Bill Pmt -Check	
2010 - Accounts Payable	1011 Centerstone DSBC Distribution		12/22/2017 4878	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		12/18/2017 4876	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	w/e 09/09/17	12/08/2017 4866	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		12/01/2017 4850	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		11/20/2017 4840	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	w/e 08/26/17	11/03/2017 4837	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		10/27/2017 4832	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	wie 08/12/17	10/20/2017 4824	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	w/e 07/29/17	10/13/2017 4817	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	w/e 08/05/17	10/06/2017 4792	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		09/29/2017 4786	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	w/e 07/22/17	09/22/2017 4780	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		09/15/2017 4775	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		09/11/2017 ach09112017	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		08/31/2017 4771	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		08/11/2017 4736	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		08/02/2017 4725	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		07/24/2017 ach07242017	Bill Pmt -Check	
2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		07/17/2017 ach07172017	Bill Pmt -Check	

09-30 Eastpoint	2017-01-01 to 2018-0	ts\Vendor payments 2	F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastpoint			11/2/2018 10:41 AM
1,240.00	ts Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	LinenMaster fee 06/2017		Bill Pmt -Check
1,240.00	ts Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	LinenMaster fee 05/2017	06/29/2017 4698	Bill Pmt -Check
3,770.00	ts Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/13/2017 4645	Bill Pmt -Check
1,210.00	ts Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	LinenMaster fee 01/17	02/06/2017 4546	Bill Pmt -Check
1,210.00	's Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	LinenMaster fee 12/01	01/10/2017 4493	Bill Pmt -Check
						Computer Software Architects LLC
4,551.31	's Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #ALLi002	09/28/2018 5006	Bill Pmt -Check
4,551.31	is Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #ALLI002 07/11/2018	09/21/2018 5003	Bill Pmt -Check
3,675.53	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct # ALL1002	08/17/2018 4970	Bill Pmt -Check
1,128.04	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct#ALL1002	07/20/2018 4962	Bill Pmt -Check
4,551.31	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct # ALL1002	05/25/2018 4937	Bill Pmt -Check
4,548.10	's Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct # ALLI002	05/04/2018 4935	Bill Pmt -Check
19,785.38	s Payable	2010 · Accounts Payable			01/15/2018 4889	Bill Pmt -Check
3,333.93	s Payable	2010 · Accounts Payable			10/13/2017 4818	Bill Pmt -Check
4,430.04	s Payable	2010 · Accounts Payable	•		09/15/2017 4776	Bill Pmt -Check
3,511.97	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		08/11/2017 4739	Bill Pmt-Check
1,207.61	s Payable	2010 · Accounts Payable			06/29/2017 4697	Bill Pmt-Check
8,447.23	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/28/2017 4659	Bill Pmt -Check
1,007.52	s rayable	2010 · Accounts Fayable	1011 · Centerstone HSBC Distribution	acct # 10662	03/24/2017 4610	Bill Pmt -Check
1 887 33	s Payable	2010 - Accounts Payable	1011 · Centerstone HSBC Distribution	ů.	02/24/2017 4576	Bill Pmt -Check
3,066,60	o ayable	2010 According	OTT - Cellersone HSBC Distribution		01/10/2017 4492	Bill Pmt -Check
3 405 46	Pavable	2010 - Accounts Pavable	1011 . Opptostono LOBO Dietribution			Commercial Trailer Leasing, Inc.
723.00	s rayable	2010 - Accounts Hayable	1011 · Centerstone HSBC Distribution		08/03/2017 4726	Bill Pmt -Check
725 00						Clean Stream Plumbing, Inc.
19,237.86	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	09/28/2018 5007	Bill Pmt-Check
19,237.86	s Payable	2010 · Accounts Payable	1011 Centerstone HSBC Distribution	acct #60761-9274	08/30/2018 4991	Bill Pmt -Check
50,392.18	s Payable	2010 - Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	08/30/2018 4988	Bill Pmt -Check
19,237.00	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		08/03/2018 4968	Bill Pmt -Check
16 227 86	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	08/03/2018 4965	Bill Pmt -Check
F8 272 42	s Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	06/29/2018 4956	Bill Pmt -Check
37,461.00	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	06/29/2018 4955	Bill Pmt -Check
19,237.00	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	06/01/2018 4946	Bill Pmt -Check
62,241.38	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274 - service 04/04/18-05/04/18	06/01/2018 4945	Bill Pmt -Check
19,237.86	; Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		04/27/2018 4932	Bill Pmt -Check
65,248.08	; Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	04/27/2018 4931	Bill Pmt -Check
270,000.00	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		03/21/2018 4926	Bill Pmt -Check
81,123.36	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution		10/20/2017 4825	Bill Pmt -Check
26,055.06	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	08/17/2017 4767	Bill Pmt -Check
	Payable 0.00	√ 2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	VOID: acct #60761-9274	08/11/2017 4738	Bill Pmt -Check
49,937.29			1011 · Centerstone HSBC Distribution	acct #60761-9274	07/07/2017 4708	Bill Pmt -Check
47,486.80	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	04/19/2017 4648	Bill Pmt -Check
46,746.45	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	04/11/2017 4643	Bill Pmt -Check
47,585.81	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	acct #60761-9274	02/06/2017 4545	Bill Pmt-Check
2,861.80	Payable	2010 · Accounts Payable	1011 · Centerstone HSBC Distribution	license number 17-00011971	05/05/2017 4681	City of East Point (License) Bill Pmt -Check
						, y-c
Credit	Debit	Clr Split	Account	Memo	Date Num	Type
						January 2017 through September 2018

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Bill Pmt-Check	E-Tech, Inc.	Donald Spradlin Bill Pmt -Check	Bill Pmt -Check		Dival Safety Equipment, Inc. Bill Pmt -Check	Directy		Bill Pmt -Check									*														Bill Pmt -Check 10	Туре	Transaction List by Vendor January 2017 through September 2018	Clarus Linen Systems - EASTPOINT										
01/10/2017 4495		01/10/2017 4494	01/23/2018 4892		05/31/2017	12/01/2017 4853	08/11/2017 4742	06/29/2017 4700	04/28/2017 4661	02/24/2017 4578	01/13/2017 4517	1014114011 1001	10075017 1801	08/24/2018 4972	06/01/2018 4948	03/09/2018 4902	12/08/2017 4868	12/01/2017 4852	11/09/2017 autod110917	10/20/2017 4827	08/11/2017 4741	06/29/2017 4699	04/28/2017 4660	03/24/2017 4611	02/24/2017 4577	02/06/2017 4547	01/03/2017 4483		09/14/2018 5000	08/24/2018 4971	08/03/2018 4966	07/17/2018 4961	06/29/2018 4954	05/25/2018 4938	03/12/2018 4908	02/28/2018 4899	02/09/2018 4896	11/16/2017 4839	10/20/2017 4826	10/09/2017 4815	10/06/2017 4816	Date Num		
		prime and paint door and frame hit by truck	manuel check - medical reimbursement	,	QuickBooks generated zero amount transaction for bill payment stub		acct #064015682			acct #064015682	acct #064015682	Typell silvatory to the second	7 1757 + 151 + 426468 OR 17347				acct #100-10101365	acct #100-10101365		VOID:	acct #100-10101365		acct #100-10101365	acct #100-10101365	acct #100-10101365	acct#100-10101365	acct #100-10101365			LinenMaster fee 07/2018	LinenMaster fee 06/2018	LinenMaster fee 05/2018	LinenMaster fee 04/2018	LinenMaster fee 03/2018	LinenMaster fee 02/2018		LinenMaster fee 12/2017		LinenMaster fee 09/2017	VOID:		Memo		
1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	Account																												
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2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 - Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable	Split																								
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668.00		175.00	273,48			48.00	5.00	10.00	10.00	5.00	5.00		1,843.18	901.34	1,/19.81	856,96	442.54	404.22	1,312.92		423.38	858.98	437.25	432.44	423.38	442.54	404.22		2,540.00	1,270.00	1,270.00	1,270.00	1,270.00	1,240.00	1,240.00	2,502.92	1,240.00	2,480.00	1,240.00		2,480.00	Credit	11/02/2018	8:38 AM

January 2017 through September 2016	mber 2018		Memo	Account	악	Split	Debit	Credit
	Rill Pmt Check	01/05/2017 4484		1011 · Centerstone HSBC Distribution	2010	Acco		28,613.91
	Bill Pmt -Check	02/06/2017 4548		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		22,088.31
	Bill Pmt -Check	02/24/2017 4579		1011 · Centerstone HSBC Distribution	20.	2010 · Accounts Payable		9,056.72
	Bill Pmt -Check	03/28/2017 ach03282017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		34,394.04
	Bill Pmt -Check	04/19/2017 ach04192017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		22,955.46
	Bill Pmt -Check	05/05/2017 ach05082017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		18,802.36
	Bill Pmt -Check		02/17/2017	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		8,783.04
	Bill Pmt -Check			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		10,856.11
	Bill Pmt -Check	08/31/2017 wire091117		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		22,895.27
	Bill Pmt -Check	10/31/2017 ach830-901		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		11,403.31
	Bill Pmt -Check	10/31/2017 ach09202017	09/25/2017	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		1,643.92
	Bill Pmt -Check	10/31/2017 ach09182017	09/18/2017	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		4,552.95
	Bill Pmt -Check	10/31/2017 ach09272017	09/29/2017	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		3,319.45
	Bill Pmt -Check	10/31/2017 ach10162017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		7,442.74
	Bill Pmt -Check	10/31/2017 ach07282017	08/09/2017	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		3,387.89
	Bill Pmt -Check	12/30/2017 ach12302017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		10,340.88
	Bill Pmt -Check	12/31/2017 ach11202017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		34,458.51
	Bill Pmt -Check	12/31/2017 ach11222017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		22,842.75
	Bill Pmt -Check	12/31/2017 ach12292017		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		19,333.18
	Bill Pmt -Check	12/31/2017	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable	0.00	
	Bill Pmt -Check	01/08/2018 ach01082018	po #EP10959	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		3,904,45
	Bill Pmt -Check	01/31/2018 ach01082018		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		21,306.71
	Bill Pmt -Check	02/28/2018 ach02122018		1011 · Centerstone HSBC Distribution	: 20	2010 · Accounts Payable		7,692.23
	Bill Pmt -Check	03/04/2018 ach02262018		1011 · Centerstone HSBC Distribution	2 2	2010 · Accounts Payable		14,4/3.54
	Bill Pmt -Check	03/12/2018 ach03122018		1011 · Centerstone HSBC Distribution	2 2	2010 - Accounts Payable		19,032.09
	Bill Pmt -Check	04/30/2018 ach03202018		1011 · Centerstone HSBC Distribution	2 20	2010 · Accounts Payable		31,133.34
	Bill Pmt -Check	04/30/2018 ach04302018	04/18/2018	1011 · Centerstone HSBC Distribution	. 2	2010 - Accounts Payable		6,004.57
	Bill Pmt -Check	05/25/2018 ach05252018		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		11,390.69
	Bill Pmt -Check	05/31/2018 ach05152018		1011 · Centerstone HSBC Distribution	2(2010 · Accounts Payable		8,613.06
	Bill Pmt -Check	06/18/2018 ach06182018	05/21/2018	1011 · Centerstone HSBC Distribution	2(2010 · Accounts Payable		7,916.61
	Bill Pmt -Check	06/25/2018 ach06252018		1011 · Centerstone HSBC Distribution	21	2010 · Accounts Payable		11,358.30
	Bill Pmt -Check	07/02/2018 ach07022018	06/18/2018	1011 · Centerstone HSBC Distribution	21	2010 · Accounts Payable		2,669.76
	Bill Pmt -Check	07/09/2018 ach07092018	06/26/2018	1011 · Centerstone HSBC Distribution	2	2010 · Accounts Payable		1,793.61
	Bill Pmt -Check	07/16/2018 ach07162018		1011 · Centerstone HSBC Distribution	2	2010 · Accounts Payable		27,828.55
	Bill Pmt -Check	08/27/2018 ach08272018		1011 · Centerstone HSBC Distribution	2	2010 · Accounts Payable		15,808.39
	Bill Pmt -Check	09/04/2018 ach09042018	08/07/2018	1011 · Centerstone HSBC Distribution	2	2010 · Accounts Payable		11,132.50
	Bill Pmt -Check	09/17/2018 ach09172018	09/14/2018	1011 · Centerstone HSBC Distribution	8	2010 · Accounts Payable		124.92
ECS					s	O10 - Appoints Bouchin		1000
	Bill Pmt -Check	01/13/2017 4518	ticket #233/8	TOTAL CONTROLLED LICEN Distribution	1 C	2010 Accounts Payable		3 413 56
	Bill Pmt -Check	02/24/2017 4580		1011 · Centerstone HSBC Distribution		2010 - Accounts Payable		3,113.56
	Bill Pmt -Check	03/24/2017 4612	ticket #23494	1011 · Centerstone HSBC Distribution	2	2010 · Accounts Payable		352.50
	Bill Pmt -Check	04/28/2017 4662	po #EP10819	1011 · Centerstone HSBC Distribution	N	2010 · Accounts Payable		1,231.21
	Bill Pmt -Check	06/29/2017 4701	po #EP10868 03/07/2017	1011 · Centerstone HSBC Distribution	2	2010 · Accounts Payable		2,363.44
	Bill Pmt -Check	01/17/2018 4890		1011 · Centerstone HSBC Distribution	N	2010 · Accounts Payable		677.50
EJS Industrial Controls Inc.	rols Inc.							
	Bill Pmt -Check	01/19/2017 4530	deposit	1011 · Centerstone HSBC Distribution	N	2010 · Accounts Payable		6,000.00
11/2/2018 10:41 AM				F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastpoin	ts\Vendor	payments 2017-01-01 :	to 2018-09)-30 Eastpoi

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06/30/2018	11/22/2017 wire 112217	08/24/2017 wire 040617	08/04/2017 wire 080417	07/12/2017 wire 071217	07/12/2017 ach07122017	07/07/2017 4709	06/05/2017 wire 060517	05/26/2017 wire 052617	05/17/2017 4686	05/11/2017 wire 051117	05/05/2017 4683	04/06/2017 wire 040617	01/27/2017 4534	01/13/2017 4519	01/10/2017 4496		07/31/2018 ach07312018	07/17/2018 wire 071718	06/30/2018	06/30/2018	06/30/2018	06/30/2018	06/30/2018	06/30/2018	06/30/2018	04/25/2018 wire 042518	04/10/2018 wire 041018	03/28/2018 wire 032818	03/16/2018 wire 031618	03/14/2018 wire 031418	03/13/2018 wire 031318	03/07/2018 wire 030718	03/06/2018 wire 030618	03/06/2018 wire 030618	02/16/2018 wire 021618	02/08/2018 wire 020818	12/06/2017 wire 120617	09/25/2017	04/27/2017 4651	02/24/2017 4581	02/06/2017 4549		09/26/2017 4785	08/11/2017 4743	05/01/2017 4677	Date Num	
Quickbooks generated zero annount transaction for più payment sup-		po # EP11070 - old po # EP10841r		po # EP10591	po # EP10782	VOID: po # EP10782	po # EP10744		VOID: po # EP10591				EP10499	po#EP10415				po#EP11255	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub		po#EP111214	po#EP111214	po#EP111214	po#EP111214	po # EP111214	po#EP111214	po#EP111214		po#EP11121	po#EP11121		QuickBooks generated zero amount transaction for bill payment stub	po # EP10472 -9079769-9069931-906993		po#EP10371		po #EP11102 - capital asset project	repairs to EPT tunnel	capital asset project #EP181	Memo	
TOTAL Centerswise FODC Clanipunon	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 - Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 - Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	Account																		
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	18,000.00	1,941.12	6,660.00	4,086.00	2,136.96		4,867.20	8,352.00		3,182.40	13,737.60	10,506.20	2,880.00	964.80	21,168.00		2,325.67	2,177.67								15,007.01	8,000.00	4,000.00	6,000.00	7,000.00	7,000.00	6,000.00	1,092.09	16,549.14	198.03	3,627.10	2,057.43		2,148.96	11,526.24	5,030.40		5,320.00	6,928.00	6,576.00	Credit	

January 2017 through September 2018	ptember 2016 Type	Date Num	Memo	Account	CIr	Split	Debit	Credit
	Bill Pmt -Check	018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable	0.00	
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	Bill Pmt -Check	07/07/2017 4710	04/03/2017	1011 · Centerstone HSBC Distribution	2010	2010 - Accounts Payable		114.58
	Bill Pmt -Check	12/01/2017 4854	job #8640 09/06/17	1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		446.30
	Bill Pmt -Check	02/24/2017 4582		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		435.87
	Bill Pmt -Check	07/07/2017 4711	VOID:	1011 · Centerstone HSBC Distribution	√ 2010	2010 · Accounts Payable	0.00	
	Bill Pmt -Check	07/07/2017 4721		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		720.63
Fedex (c)								: ;
	Bill Pmt-Check	01/10/2017 4497		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		145.28
	Bill Pmt -Check	01/27/2017 4533		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		57.98
	Bill Pmt -Check	02/16/2017 4567		1011 Centerstone HSBC Distribution	2010	2010 · Accounts Payable		288.17
g	Bill Pmt -Check	06/29/2017 4702		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		384.36
	Bill Pmt -Check	08/11/2017 4744		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		253.70
	Bill Pmt -Check	12/08/2017 4869		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		335.35
Five Star Occupational Med IMA	tional Med IMA							
	Bill Pmt -Check	06/15/2017 4692		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		789.00
	Bill Pmt -Check	06/29/2017 4703	services 07/19/2016	1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		90.00
	Bill Pmt -Check	07/07/2017 4712		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		200.00
Flower Cottage								3
D & K Services	Bill Pmt -Check	12/01/201/ 4855	acct #3/80 04/2//2017	1011. Cellielswise 11300 Dishibaholi	2010	2010 Newpolitor ayant		00.1
	Bill Pmt -Check	01/10/2017 4498		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		545.57
	Bill Pmt -Check	01/13/2017 4520	acct #21604-01	1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		197.21
	Bill Pmt -Check	02/06/2017 4550		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		627.89
u	Bill Pmt -Check	02/24/2017 4583		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		829.92
	Bill Pmt -Check	03/24/2017 4613		•	2010	2010 · Accounts Payable		1,213.66
	Bill Pmt -Check	08/11/2017 4745		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		734.82
	Bill Pmt -Check	12/01/2017 4856		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		3,209.54
GE Health Care								
	Bill Pmt -Check	03/24/2017 4614	po #EP10652 01/19/2017		2010	2010 - Accounts Payable		226.88
	Bill Pmt -Check	04/28/2017 4663	po #EP10652	1011 : Centerstone HSBC Distribution	2010	2010 - Accounts Payable		235.07
Gene's Plumbing Service,			11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1		2017	. Accounts Pavable		150 75
	Bill Pmt -Check	03/24/2017 4515	Service Call - 01/30/2017	1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		212.50
Georgia Telecom Systems Inc	Systems Inc.	08/11/2017 4/46	ulan Gealing - 04/11/2017		10) coording i ajanic		1
,	Bill Pmt -Check	12/01/2017 4857	fixed intercom	1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		170.00
Grainger								
	Bill Pmt -Check				2010	2010 · Accounts Payable		5,798.26
	Bill Pmt -Check	01/13/2017 4521	po #EP10510		2010	2010 · Accounts Payable		142.26
	Bill Pmt -Check	02/06/2017 4551			2010	2010 · Accounts Payable		1,762.23
	Bill Pmt -Check	02/24/2017 4584		1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		3,366.82
	Bill Pmt -Check	03/24/2017 4616	po #EP10671	1011 · Centerstone HSBC Distribution	2010	2010 · Accounts Payable		123.68
	Bill Pmt -Check		QuickBooks generated zero amount transaction for bill payment stub		201	2010 · Accounts Payable	0.00	
	Bill Pmt -Check				201	2010 · Accounts Payable		2,922.49
	Bill Pmt -Check	11/20/2017 4841		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		1,554.96
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Type Date Num Bill Pmt -Check 09/29/2017 4789 Bill Pmt -Check 12/22/2017 4880 Bill Pmt -Check 02/28/2018 4990 Bill Pmt -Check 06/25/2018 4951 Bill Pmt -Check 06/25/2018 4952 Bill Pmt -Check 06/25/2018 4953 Bill Pmt -Check 08/24/2018 4973 Bill Pmt -Check 08/24/2018 4973 Bill Pmt -Check 01/10/2017 4502	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
Type Date Num Bill Pmt -Check 09/29/2017 4789 Bill Pmt -Check 12/22/2017 4880 Bill Pmt -Check 02/28/2018 4900 Bill Pmt -Check 06/25/2018 4951 Bill Pmt -Check 06/25/2018 4952 Bill Pmt -Check 06/25/2018 4953 Bill Pmt -Check 06/25/2018 4973 Bill Pmt -Check 08/24/2018 4973	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
Type Date Num Bill Pmt -Check 09/29/2017 4789 Bill Pmt -Check 12/22/2017 4880 Bill Pmt -Check 02/28/2018 4900 Bill Pmt -Check 06/25/2018 4951 Bill Pmt -Check 06/25/2018 4952 Bill Pmt -Check 06/25/2018 4953 Bill Pmt -Check 08/24/2018 4973	
Type Date Num Bill Pmt-Check 09/29/2017 4789 Bill Pmt-Check 12/22/2017 4880 Bill Pmt-Check 02/28/2018 4900 Bill Pmt-Check 06/25/2018 4951 VOID: Bill Pmt-Check 06/25/2018 4952 acct #100-1536447-004 Bill Pmt-Check 08/24/2018 4953 acct #100-1536447-004	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
Date Num 09/29/2017 4789 12/22/2017 4880 02/28/2018 4900 06/25/2018 4951 VOID: 06/25/2018 4952 06/25/2018 4953 acct #100-1536447-004 08/24/2018 4973	
Date Num 09/29/2017 4789 12/22/2017 4880 02/28/2018 4900 06/25/2018 4951 VOID: 06/25/2018 4952 06/25/2018 4953 acct #100-1536447-004	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
Date Num 09/29/2017 4789 12/22/2017 4880 02/28/2018 4900 06/25/2018 4951 VOID: 06/25/2018 4952	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
Date Num 09/29/2017 4789 12/22/2017 4880 02/28/2018 4900 06/25/2018 4951 VOID:	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
Date Num 09/29/2017 4789 12/22/2017 4880 02/28/2018 4900	1011 · Centerstone HSBC Distribution √ 2010 · Accounts Payable 0.00
Date Num 09/29/2017 4789 12/22/2017 4880	
Date Num 09/29/2017 4789	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
Date Num	1011 · Centerstone HSBC Distribution 2010 · Accounts Payable
	Account Cir Split Debit

Memo Account Cir Split CMS006526 Ls-2 pmt 30 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 pmt 31 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 pmt 32 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 pmt 33 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 pmt 33 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 pmt 34 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 pmt-35 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 pmt-36 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable CMS006526 Ls-2 po #EP8839 1011 - Centerstone HSBC Distribution 2010 - Accounts Payable
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Split 2010 · Accounts Payable

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Partsmaster	Partsmas						Partners (Pace Anal		Comm	Orkin									a cigan	NIV I Iront	Michael Sanders																		January 2017 through September 2018
Patrick McShane	Bill Pmt -Check	Partners Cooperative, Inc.	Bill Pmt -Check	Bill Pmt -Check	Pace Analytical Services, Inc	Bill Pmt -Check	Bill Pmt -Check	•	Bill Pmt-Check	Bill Pmt -Check	_	nders Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Type												
	k 04/28/2017 4667				04/11/2017 4644	03/29/2017 4639			01/13/2017 4523			11/20/2017 4844			09/07/2018 4998	03/12/2018 4907	12/22/2017 4881	11/20/2017 4843	10/13/2017 4819	09/15/2017 4778	08/11/2017 4753	08/11/2017 4752		01/12/2018 4888	08/30/2018 ach08302018	08/22/2018 wire 082218	08/09/2018 ach08092018	08/01/2018 ach08012018	07/31/2018 ach07312018	07/02/2018	07/02/2018	07/02/2018	07/02/2018	07/02/2018	07/02/2018	07/02/2018	06/05/2018 wire 060518	06/04/2018 wire 060418	05/30/2018 wire 053018	05/25/2018 wire 052518	018 wire	Date Num
	po #EP10757	GPO fees	GPO fees - May/June 2016	GPO fees Jan-Apr 2016	2017 rebate additional	2017 rebate accrual		po #EP10906	po #EP10509					services - 03/23/18								VOID:		manuel check - direct deposit reversal regular pay						QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub	QuickBooks generated zero amount transaction for bill payment stub		po#EP11227				Memo
	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution		1011 Centerstone HCBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	Account																
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	2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable		2010 · Accounts Payable		2010 - Accounts Pavable	2010 - Accounts Payable	2010 - Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable	Split													
																						0.00								0.00	0.00	0.00	0.00	0.00	0.00	0.00						Debit
838 88	617.89	20,000.00	23,156.92	49,036.36	521.35	25,000.00		540.00	540.00		705.00	750.00		50.00	2,043.00	1,958.00	1,432.00	510.00	1,037.00	538.00	946.00			583.73		3.215.41	6.993.72	6 191 64	30,929.74								5,000.00	1,204.56	10,000.00	8,000.00	5,580.04	Credit

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January 2017 through September 2016	er 2010								
	Type	Date Num		Memo	Account	Ę	Spire	Depit	Credit
	Bill Pmt -Check	04/28/2017 4668	po #EP10768		1011 · Centerstone HSBC Distribution	3 6	2010 - Accounts Payable		425.80
	Bill Pmt-Check	08/11/2017 47:13	po #EP10919		1011 · Centerstone HSBC Distribution	20:	2010 · Accounts Payable		1,257.27
Penske Truck Leasing Co., L.P.	ŗ.P.								
	Bill Pmt -Check	01/10/2017 4504			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		36,742.15
	Bill Pmt -Check	01/13/2017 4524			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		5,627.74
	Bill Pmt -Check	02/24/2017 4589			1011 · Centerstone HSBC Distribution	20:	2010 · Accounts Payable		34,578.70
	Bill Pmt -Check	03/24/2017 4623	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		99.02
	Bill Pmt-Check	03/27/2017 4638			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		49,577.28
	Bill Pmt -Check	04/28/2017 4669	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		137.49
	Bill Pmt -Check	05/03/2017 4678			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		4,032.72
	Bill Pmt -Check	05/05/2017 4684			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		17,457.14
	Bill Pmt -Check	05/07/2017 wire 041217			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		29,037.30
	Bill Pmt -Check	05/07/2017 wire 041217			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		24,466.60
	Bill Pmt -Check	05/25/2017 4687			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		4,738.27
	Bill Pmt -Check	06/30/2017 wire 063017	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		24,929.44
	Bill Pmt -Check	07/07/2017 wire 070717			1011 Centerstone HSBC Distribution	20	2010 · Accounts Payable		7,280.22
	Bill Pmt -Check	07/17/2017 wire 071717			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		10,944.67
	Bill Pmt -Check	07/27/2017 wire 072717	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		25,580.25
	Bill Pmt -Check	08/06/2017 wire 041217	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		213.25
	Bill Pmt -Check	08/14/2017 wire 081417			1011 · Centerstone HSBC Distribution	20	2010 - Accounts Payable		32,920.99
	Bill Pmt -Check	08/18/2017 wire 081817			1011 - Centerstone HSBC Distribution	2 2	2010 · Accounts Payable		7,010.19
	Bill Pmt -Check	09/01/2017 wire 090117			TOTAL CONTROL TODO DISTRIBUTION	, c	2010 Accounts Bayable		38 043 06
	Bill Pmt -Check	09/08/2017 Wire 090817			1011 : Centerstone HSBC Distribution	20 1	2010 - Accounts Pavable		3 676 65
	Bill Pmt Check	09/13/2017 wire 09/317			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		30,375.07
	Bill Pmt -Check	09/29/2017 wire 092917			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		4,223.07
	Bill Pmt -Check	10/06/2017 wire 100617			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		4,297.17
	Bill Pmt -Check	10/13/2017 wire 101317			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		19,282.52
	Bill Pmt -Check	10/24/2017 wire 102417			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		6,345.22
	Bill Pmt -Check	10/27/2017 wire 102717			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		5,227.71
	Bill Pmt -Check	11/03/2017 wire 110317			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		5,201.56
	Bill Pmt -Check	12/11/2017 wire 121117			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		17,658.23
	Bill Pmt -Check	12/15/2017 wire 121517			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		384.84
	Bill Pmt -Check	01/05/2018 wire 010518			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		18,710.23
	Bill Pmt -Check	01/05/2018	QuickBooks generated zero amount transaction for bill payment stub	t transaction for bill payment stub	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable	0.00	
	Bill Pmt -Check	02/02/2018 wire 020218			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		34,000.00
	Bill Pmt -Check	02/09/2018 wire 020918	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	2(2010 · Accounts Payable		1,430.71
	Bill Pmt -Check	02/23/2018 wire 022318			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		23,721.53
	Bill Pmt -Check	03/02/2018 wire 030218	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		3,965.86
	Bill Pmt -Check	03/09/2018 wire 030918			1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		18,045.05
	Bill Pmt -Check	03/23/2018 wire 032318	acct # 60300200-0318		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		20,731.98
	Bill Pmt -Check	04/06/2018 wire 040618			1011 · Centerstone HSBC Distribution	2(2010 · Accounts Payable		2,747.60
	Bill Pmt -Check	04/17/2018 wire 041718			1011 · Centerstone HSBC Distribution	2(2010 · Accounts Payable		16,356.02
	Bill Pmt -Check	04/20/2018 wire 042018			1011 · Centerstone HSBC Distribution	2(2010 · Accounts Payable		18,012.38
	Bill Pmt -Check	05/01/2018 wire 050118			1011 · Centerstone HSBC Distribution	21	2010 · Accounts Payable		3,366.92
11/2/2018 10:41 AM					F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastpo	sts\Vendor i	oavments 2017-01-01 t	o 2018-09	30 Eastpoi

ᄛ	ransaction List by Vendor nuary 2017 through September 2018	tem!	Sep 5	ah st	ransaction List I nuary 2017 through S	₹ 3	7 ₹	20	\$ 15	ž 9
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41 AM						Republic Services					Raintree Waste						R.S. Andrews	•	Quality Built Technologies Inc.			Pure Health Solutions Inc.				Printable Services			Positek RFID, LP																		
	Bill Pmt -Check		Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check		Rill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check		Bill Pmt -Check	ogies Inc.	Bill Pmt -Check	Bill Pmt -Check	inc.	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check		Bill Pmt -Check	Bill Pmt -Check		Bill Pmt -Check	Bill Pmt-Check	Bill Pmt -Check	Туре																		
	k 08/11/2017 4757	k 06/29/2017 autod062917	< 04/13/2017 autod041317	03/24/2017 4625	01/13/2017 4525				09/12/2018 AMEX091218	07/06/2018 4959		_		08/11/2017 4756		02/06/2017 4558		08/30/2018 4989			12/01/2017 4861		12/22/2017 4882	04/04/2017 4640	03/24/2017 4624		12/08/2017 4870	02/06/2017 4557		09/28/2018 wire 092818	09/21/2018 wire 092118	09/14/2018 wire 091418	08/31/2018 wire 083118	08/17/2018 wire081718	08/10/2018 wire081018	08/05/2018 wire060618	07/06/2018 wire 070618	06/29/2018 wire 062918	06/22/2018 wire 062218	06/15/2018 wire 061518	06/08/2018 wire 060818	05/29/2018 wire 052918	05/25/2018 wire 052518	05/25/2018 wire 052518	05/14/2018 wire 051418	05/04/2018 wire 050418	Date Num
				acct #3-0800-0522246	acct #3-0800-0522246			VOID:	acct #02-3273-8					po #EP10829 01/17/2017	po #EP10608 09/09/2016	service 11/15/2016		install new door and hardware-EP					po #EP11071 09/12/2017	po #EP10635 12/28/16	VOID: po #EP10635 12/28/16		acct #10766	acct #10766								acct #60300200-0318			acct # 60300200-0318				acct # 60300200-0318				Memo
F:\CFO\Crown\APA Req	1011 · Centerstone HSBC Distribution		2999 · AMEX Clearing Account	2999 · AMEX Clearing Account	2999 · AMEX Clearing Account	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	Account																								
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F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastpoir	2010 · Accounts Payable		2010 · Accounts Payable		2010 · Accounts Payable		2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable	2010 - Accounts Payable		2010 · Accounts Payable	Split																											
1 to 2018-0								0.00																	0.00																						Debit
9-30 Eastpoi	6,426.27	6,478.50	7,599.50	3,484.26	4,645.35		1,275.40	0	425.00	1,275.00		560.00	560,00	403.00	280.00	508.00		2,200.00		529.43	130.58		280.92	211.61	J	•	100.00	100.00		27,458.28	10,446.12	14,279.42	28,817.47	10,181.12	8,121.87	28,897.12	8,362.81	13,663.13	28,802.20	16,449.61	26,134.36	9,034.08	14,301.78	12,887.40	6,533.73	24,716.75	Credit

January 2017 unough September 2016	1561 7010							
	Туре	Date Num	Memo	Account	CIr	Split	Debit	Credit
	Bill Pmt -Check	10/20/2017 4828		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		6,798.96
	Bill Pmt -Check	02/16/2018 4898	2001 #3-0800-0522246	1011 - Centerstone HSBC Distribution		2010 - Accounts Payable 2010 - Accounts Payable		1.851.95
Rico Lamar Jones	:							
	Bill Pmt -Check	03/20/2017 4603	manuel check - incorrect rate	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		162.54
Robertson Home Improvement	vernent		:	And A Constructions LODO Diestifution		2010 . Associate Davishle		3 500 00
	Bill Pmt -Check	08/11/2017 4760	po#EP1082/12/15/2016	1011 · Centerstone mode Distribution		2010 - Accounts nayable		3,500,00
Rome Electric Motor Works	orks		1. ETTAORIO	1011 Contesting HORO Distribution		2010 - Accounts Pavable		1 194 25
	Bill Pmt -Check	02/24/2017 4591	po #EP10550	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,194.25
	Bill Pmt -Check	03/24/2017 4626		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		4,043.36
	Bill Pmt -Check	08/11/2017 4761		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		947.85
Rome Machine & Foundry Co.	try Co.							
	Bill Pmt -Check	01/23/2017 4531	po #EP10352	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,308.45
Ross Textiles, Inc.								
	Bill Pmt -Check	04/28/2017 4670		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		442.63
	Bill Pmt-Check	09/19/2017 4779		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		457.86
Royal Johnson								
	Bill Pmt-Check	08/31/2018 4994	Manual Check 083118	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		411.14
Ryan Ricardo Ellis	! :			And Controlled LODO Distribution		2010 . Associate Doughto		075 20
	Bill Pmt-Check	04/13/2018 4930	manuel cilecx - legular pay	1011 - Cellielsione Hopo Distribution		2010 According a dyapid		970.00
Ryder	Bill Pmt Check	01/10/2017 4505		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		4,553.55
	Bill Pmt -Check	01/13/2017 4526	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		441.56
	Bill Pmt -Check	01/27/2017 4535		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		824,74
	Bill Pmt -Check	02/22/2017 wire022217		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		89,125.34
	Bill Pmt -Check	02/22/2017 wire022217	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		871.18
	Bill Pmt -Check	02/22/2017 wire022217		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		7,478.48
	Bill Pmt -Check	04/19/2017 4649		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		4,251.22
	Bill Pmt -Check	06/23/2017 wire 062317		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		4,701.06
	Bill Pmt -Check	06/28/2017 wire 062817		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		25,552.07
	Bill Pmt -Check	07/07/2017 wire 070717		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		5,391.02
	Bill Pmt -Check	07/27/2017 wire 072717	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		30,647.21
	Bill Pmt -Check	08/04/2017 wire 080417		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		27,731.50
	Bill Pmt -Check	09/03/2017 wire 080417	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		820.38
	Bill Pmt -Check	09/08/2017 wire 090817		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,559.42
	Bill Pmt -Check	10/13/2017 wire 101317		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		4,390.49
	Bill Pmt -Check	11/03/2017 wire 110317	acct # 00147-155413	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,134.20
	Bill Pmt -Check	01/26/2018 wire 012618		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		3,312.97
	Bill Pmt -Check	02/09/2018 wire 020918		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		31,286.65
	Bill Pmt -Check	02/16/2018 wire 021618	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		15,837.30
	Bill Pmt -Check	02/23/2018 wire 022318	acct # 00147-155413	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		590.09
	Bill Pmt -Check	03/02/2018 wire 030218	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		359.37
	Bill Pmt -Check	03/09/2018 wire 030918	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		896.36
	Bill Pmt -Check	05/22/2018 wire 052218	acct # 00147-155413	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		590.09
	Bill Pmt -Check	05/30/2018 wire 053018	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		557.91
	Bill Pmt -Check	06/07/2018 wire 060718	acct # 00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		265.85
11/2/2018 10:41 AM				F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastpoin	ts\Vendo	r payments 2017-01-01	to 2018-09	-30 Eastpoin

	Type Bill Pmt-Check Bill Pmt-Check Bill Pmt-Check Bill Pmt-Check Bill Pmt-Check	Date Num 06/15/2018 wire 061518 06/22/2018 wire 062218 07/13/2018 wire 071318 08/10/2018 wire081018 08/31/2018 wire 083118	Memo act # 00147- 155413 acct # 00147-0155413 acct # 00190-155412 acct # 00190-155412	Account 1011 · Centerstone HSBC Distribution	CF	Split 2010 - Accounts Payable 2010 - Accounts Payable 2010 - Accounts Payable 2010 - Accounts Payable 2010 - Accounts Payable
Scale Systems, inc	Bill Pmt -Check	09/24/2018 wire 070618	acct #00190-155412	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
Scale Systems, aic	Bill Pmt -Check	02/24/2017 4592	po #EP10610	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
) !	Bill Pmt -Check	07/27/2018 4964	po #joe chiariello	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
Sonroi	Bill Pmt -Check	03/24/2017 4627	00 #FP10581	1011 · Centerstone HSRC Distribution		2010 - Accounts Pavable
Southeastern Freight Lines, Inc.	nt Lines, inc.					
	Bill Pmt -Check	02/06/2017 4559	acct #999973768 po #EP10548	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt-Check	02/24/2017 4593	acct #002001495	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	03/24/2017 4628		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	04/28/2017 4671		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
Standard Textile	Bill Pmt -Check	01/10/2017 wire011017	po#EP10592 - 5551730-5569767-5567294	1011 · Centerstone HSBC Distribution		2010 · Accounts Pavable
	Bill Pmt -Check	01/13/2017 wire 011317		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	01/23/2017 wire 012317		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	01/27/2017 wire 012717		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	02/03/2017 wire 020317		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	02/10/2017 wire 021017		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	02/17/2017 wire021717		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	02/24/2017 wire 022417		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	03/06/2017 wire 030617		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt-Check	03/13/2017 wire 031317		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	03/24/2017 wire 032417		1011 · Centerstone HSBC Distribution		2010 - Accounts Payable
	Bill Pmt -Check	05/07/2017 wire 041017		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	05/07/2017 wire 041417		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	05/07/2017 wire 042117		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	05/12/2017 wire 051217	po # EP10967	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 042817	po # EP10944	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 050517	po # EP10957	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 052317		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 061617	po # EP11005	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 062617	po # EP10993	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt-Check	06/04/2017 wire 052617	po # EP10985	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 061217	po # EP10993	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 052617	po#EP10982	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/04/2017 wire 061617	po # EP11005	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt-Check	06/04/2017 wire 062617	po # EP11009	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
	Bill Pmt -Check	06/30/2017 STC List 9		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable
11/2/2010 10:41 004						

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	Type	Date Num	Memo	Account	Cir	Split D	Debit	Credit
	Bill Pmt -Check	08/09/2017 wire 080917	po # EP11051	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		10,785.60
	Bill Pmt -Check	11/27/2017 wire 080417		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		18,980.76
	Bill Pmt -Check	11/28/2017 wire 090717		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		7,565.48
	Bill Pmt -Check	11/28/2017 wire 092117		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		20,013.02
	Bill Pmt -Check	11/30/2017 wire 070717	po#EP11009	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		1,714.80
	Bill Pmt -Check	11/30/2017 wire 070317	po#EP11019	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		37,793.88
	Bill Pmt -Check	11/30/2017 wire 072517	po#EP11034	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		13,073.76
	Bill Pmt -Check	11/30/2017 wire 070317	po # EP10993	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		514.44
	Bill Pmt -Check	11/30/2017 wire 070717	po # EP11024	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		37,902.24
	Bill Pmt -Check	11/30/2017 wire 092617	po#EP11101	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		8,854.56
	Bill Pmt -Check	11/30/2017 wire 101317	po#EP11107	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		3,325.39
	Bill Pmt -Check	11/30/2017 wire 092717	po # EP11107	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		131.10
	Bill Pmt -Check	11/30/2017 wire 101217		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		5,936.01
	Bill Pmt -Check	11/30/2017 wire 101717	po#EP11119	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		10,338.48
	Bill Pmt -Check	11/30/2017 wire 110117		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		30,612.45
	Bill Pmt -Check	11/30/2017 wire 110617	po#EP11125	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		1,807.51
	Bill Pmt -Check	11/30/2017 wire 111617		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		2,898.24
	Bill Pmt -Check	11/30/2017 wire 111717	po#EP11142	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		10,039.68
	Bill Pmt -Check	11/30/2017 wire 081417	po # EP11056	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		10,760.35
	Bill Pmt -Check	11/30/2017 wire 072517	po#EP10884	1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		1,084.32
	Bill Pmt -Check	12/01/2017 wire 040417		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		50,057.76
	Bill Pmt -Check	01/12/2018 wire 011218		1011 · Centerstone HSBC Distribution	201	2010 · Accounts Payable		25,480.00
	Bill Pmt -Check	01/18/2018 wire 011818	po#EP11187	1011 · Centerstone HSBC Distribution	20-	2010 · Accounts Payable		42,324.00
	Bill Pmt -Check	02/07/2018 wire 020718	po # EP11198	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		12,831.36
	Bill Pmt -Check	02/16/2018 wire 021618		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		14,033.52
	Bill Pmt -Check	02/21/2018 wire 022118	po#EP11206	1011 · Centerstone HSBC Distribution	20.	2010 · Accounts Payable		24,378.96
	Bill Pmt -Check	03/05/2018 wire 030518	po#EP111213	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		61,331.76
	Bill Pmt -Check	03/14/2018 wire 031418	po#EP11218	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		523.88
	Bill Pmt -Check	03/27/2018 wire 032718	po#EP11209	1011 · Centerstone HSBC Distribution	20.	2010 · Accounts Payable		10,384.67
	Bill Pmt -Check	03/30/2018 unappl cash	po#EP11218	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		1,682.20
	Bill Pmt -Check	04/13/2018 wire 041318	po#EP11208	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		6,103.68
	Bill Pmt -Check	04/18/2018 wire 041818	po # EP11235	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		5,293.44
	Bill Pmt -Check	04/19/2018 wire 041918		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		8,138.64
	Bill Pmt -Check	05/01/2018 wire 050118		1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		17,490.49
	Bill Pmt -Check	05/16/2018 wire 051618	po#EP11247	1011 · Centerstone HSBC Distribution	20:	2010 · Accounts Payable		20,131.20
	Bill Pmt -Check	05/24/2018 wire 052418	po # EP11249	1011 · Centerstone HSBC Distribution	20.	2010 · Accounts Payable		6,505.92
	Bill Pmt -Check	05/25/2018 wire 052518	PO# EP11251	1011 · Centerstone HSBC Distribution	20.	2010 · Accounts Payable		10,961.28
	Bill Pmt -Check	05/30/2018 wire 053018	po# EP11256	1011 · Centerstone HSBC Distribution	20.	2010 · Accounts Payable		14,650.08
	Bill Pmt -Check	06/03/2018 wire 030718	Freight charges for inv.# 5898239 3/8/18	1011 · Centerstone HSBC Distribution	20:	2010 · Accounts Payable		1,200.00
	Bill Pmt -Check	06/13/2018 wire 061318	po # EP11266	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		6,842.16
	Bill Pmt -Check	06/26/2018 wire 062618	po # EP11263	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable		20,199.24
	Bill Pmt -Check	06/28/2018 wire 062818	po # EP11268	1011 · Centerstone HSBC Distribution	2010	10 · Accounts Payable		5,903.04
	Bill Pmt -Check	06/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable	0.00	
	Bill Pmt -Check	06/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable	0.00	
	Bill Pmt -Check	06/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable	0.00	
	Bill Pmt -Check	06/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	20	2010 · Accounts Payable	0.00	
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	Туре	Date Num	Memo	Account	Clr	Split	Debit	Credit
	Bill Pmt -Check	07/03/2018 wire 070318	po#EP11269	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		3,323.52
	Bill Pmt -Check	08/05/2018 wire070618	po #EP11274 07/10/2018	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,325.52
	Bill Pmt -Check	08/05/2018 wire071818	po #EP11278	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		13,821.60
	Bill Pmt -Check	08/31/2018 STC08312018	VOID:	1011 · Centerstone HSBC Distribution	۷.	2010 · Accounts Payable	0.00	
	Bill Pmt -Check	08/31/2018 STC08312018		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		131,070.47
	Bill Pmt -Check	08/31/2018 STC 445K		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable	,	32,899.92
	Bill Pmt -Check	08/31/2018 wire 081318	Quickbooks generated zero annount hansaction for bill payment stab	1011 : Centerstone HSBC Distribution		2010 · Accounts Payable	0.00	8 130 48
	Bill Pmt -Check	09/04/2018 wire 090418		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		8,830.20
	Bill Pmt-Check	09/21/2018 STC 092118	po #EP9445	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		8,191.20
	Bill Pmt -Check	09/30/2018 wire 082118	po #EP11290	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		7,872.72
	Bill Pmt -Check	09/30/2018 wire 082718	po #EP11294	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		8,727.12
	Bill Pmt -Check	09/30/2018 wire 091818	po #EP11301	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		817.44
	Bill Pmt -Check	09/30/2018	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable	0.00	
Sapies Auvailage	Bill Pmt-Check	01/10/2017 4506	acct #ATL 1534203 12/03/16	1011 · Centerstone HSBC Distribution		2010 · Accounts Pavable		994.23
	Bill Pmt -Check	01/13/2017 4527	acct #ATL 1534203 12/10/16	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,745.09
	Bill Pmt -Check	02/06/2017 4560	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		72.99
	Bill Pmt -Check	02/06/2017 4565	acct #ATL 1534203 12/17/16	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		536,50
	Bill Pmt -Check	02/06/2017 4566	acct #ATL 1534203 12/24/16	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,550.20
	Bill Pmt -Check	03/24/2017 4629	acct #ATI 1534203	1011 - Centerstone HSBC Distribution		2010 · Accounts Payable		822.74
	Bill Pmt -Check	03/24/2017 4636	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,633.54
	Bill Pmt -Check	03/24/2017 4637	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		883.02
	Bill Pmt -Check	04/28/2017 4672		1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		7,501.79
	Bill Pmt -Check	07/07/2017 4715	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		573.44
	Bill Pmt -Check	07/07/2017 4714	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,002.63
	Bill Pmt-Check	07/07/2017 4/18	acct#A I L 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		782.46
	Bill Pmt -Check	07/07/2017 4/19	acct #ATL 1534203	1011 - Centerstone HSBC Distribution		2010 · Accounts Payable		312.33
	Bill Pmt_Check	08/11/2017 4762	acci #ATI 4524203	1011 Contenton LODO Distribution		2010 - Accounts Fayable		709.34
	Bill Pmt -Check	10/06/2017 4798	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		398.90
	Bill Pmt -Check	10/06/2017 4799	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		477.35
	Bill Pmt -Check	10/06/2017 4800	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		1,735.09
	Bill Pmt -Check	10/06/2017 4801	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		768.56
	Bill Pmt -Check	10/06/2017 4802	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		729.68
	Bill Pmt Check	10/06/2017 4804	acct #ATL 1534203 06/1//201/	1011 - Centerstone HSBC Distribution		2010 - Accounts Payable		312.69
	Bill Pmt -Check	10/06/2017 4805	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		273.09
	Bill Pmt -Check	10/06/2017 4806	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		2,138.15
	Bill Pmt -Check	10/06/2017 4807	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		604.76
	Bill Pmt -Check	10/06/2017 4808	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		428.20
	Bill Pmt -Check	10/06/2017 4809	acct #ATL 1534203	1011 · Centerstone HSBC Distribution		2010 · Accounts Payable		236.45
	Bill Pmt -Check	10/06/2017 4810	acct #ATL 1534203	1011 Centerstone HSBC Distribution		2010 · Accounts Payable		565.36
	Bill Pmt -Check	10/06/2017 4812	acct#ATT 1534203	1011 Centersione HSBC Distribution		2010 - Accounts Payable		762.02
	OH CHA TORK	10/00/2017 4012	avu #7/11 1354203	1011 - Centerstone HSBC Distribution		2010 - Accounts Payable		139.84
7/2018 10-41 AM				1 () () () () ()			,	

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	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check		Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check tries, Inc.	e Williams	Bill Pmt -Check	-	Bill Pmt -Check	Bill Pmt-Check	Bill Pmt-Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt-Check	Bill Pmt-Check	Bill Pmt -Check	Bill Pmt-Check	Bill Pmt -Check	· Bill Pmt -Check	Bill Pmt -Check	Bill Pmt-Check	Bill Pmt -Check	Туре													
		04/20/2017 ach04202017	03/31/2017 4630	03/17/2017 ach03172017	03/08/2017 ach03082017	02/24/2017 4595	01/13/2017 4528	01/10/2017 4507		03/14/2018 AMEX113017	12/22/2017 4883	08/31/2018 4992		10/06/2017 4795		08/24/2018 4987	08/24/2018 4986	08/24/2018 4985	08/24/2018 4984	08/24/2018 4983	08/24/2018 4982	08/24/2018 4981	08/24/2018 4980	08/24/2018 4979	08/24/2018 4976	05/25/2018 4943	05/25/2018 4942	05/25/2018 4941	03/13/2018 4921	03/13/2018 4920	03/13/2018 4919	03/13/2018 4918	03/13/2018 4917	03/13/2018 4916	03/13/2018 4915	03/13/2018 4914	03/13/2018 4913	03/13/2018 4912	03/13/2018 4911	03/13/2018 4910	10/13/2017 4822	10/13/2017 4820	10/06/2017 4814	017 4813	Date Num
			OlickBooks generated zero amount transaction for hill navment stub			VOID:				po #william abbot 11/28/2017		Manual check 083118				acct #ATL 1534203	acct #ATL 1534203	acct #ATL 1534203	invoice #3376336223	acct #ATL 1534203	acct #ATL 1534203 02/10/2018	acct #ATL 1534203	acct #ATL 1534203 12/16/2017	act #ATL 1534203	invoice 3359883640 11/18/17	acct #ATL 1534203	invoice #3360424640 11/25/2017	acct #ATL 1534203	Memo																
	•		1011 · Centerstone HSBC Distribution			1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		2999 · AMEX Clearing Account	1011 · Centerstone HSBC Distribution	1011 · Centerstone HSBC Distribution		1011 - Centerstone HSBC Distribution		1011 · Centerstone HSBC Distribution	Account																												
-	2010 - Accounts Payable	2010 - Accounts Davids	2010 - Accounts Payable		2010 · Accounts Payable	√ 2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable	2010 · Accounts Payable	2010 · Accounts Payable		2010 · Accounts Payable		2010 · Accounts Payable	2010 ⋅ Accounts Payable	2010 · Acc	Clr Split																										
	Payable	Payable			Payable	Payable 0.00	Payable	Payable		Pavable	Payable	Payable		Payable		Payable	Debit																												
	8,148.05	000		9,176.60	6,746.59		4,626.44	15,731.60	į	951.25	4.669.68	1,358.90		2,323.25		271.77	840.09	423.31	72.34	1,796.56	686.71	301.30	133.47	1,675.16	402.52	73.46	107.05	565,78	414.00	1,221.99	1,637.09	842.22	508.23	813.08	157.84	143.46	1,238.70	523.37	3,438.12	904.89	968.04	360.88	152.79	1,177.31	Credit

January 2017 through September 2018	mber 2018						
	Туре	Date Num	Memo	Account	Clr Split	lit Debit	Credit
	Bill Pmt -Check	05/31/2017	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable 0.00	_
	Bill Pmt -Check	07/07/2017 4716		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	2,189.05
	Bill Pmt -Check	08/11/2017 4765		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	2,626.68
	Bill Pmt -Check	12/08/2017 4871		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	11,669.68
	Bill Pmt -Check	06/27/2018 wire062718	pump - Milinor tunnel model #76039L4F	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	4,201.31
	Bill Pmt -Check	06/27/2018 wire062718	pump-Milnor tunnel (freight and sales tax)	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	930.00
	Bill Pmt -Check	07/03/2018 wire070318	pillowcase ironer - 06/28/18	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	3,955,43
	Bill Pmt -Check	07/03/2018 wire070318	Impeller 3HP pump - model #76039L4F	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	5,130.31
Tony Jones							
1	Bill Pmt -Check	09/04/2018 4996	Severance - 083118	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	347.84
CHOINIOC BINEL SIGNIFIC SOLUCIONIO	aning solutions	02/24/2017 4508	01/4//7	1011 - Centerstone BOBC Distribution	2010 - Accoun	te Davahla	317 84
	Bill Plift Check	02/24/2017 4599	W/G 07/04/47	1011 Control to DODO Distribution	SOLO DOS TELESTRATES AND	to Payable	022.04
	Dill Filit - Check	01000017 4075		ADAM CONTROL TO TO DO DISTRICTOR	2010 Appoint Daughle	to Papello	1 457 22
	Bill Pillt -Check	06/20/2017 40/3	WIG DAILERY	1011 Contentone HORO Distribution	2010 Accounts Davisho	to Payable	1 192 46
	Bill Pmt Check	08/11/2017 4766		1011 · Centerstone HSBC Distribution	2010 - Accounts Payable	ts Pavable	3 083 75
	Bill Pmt -Check	08/23/2017 4768		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	6,079.49
	Bill Pmt -Check	08/30/2017 4770		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	1,810.87
	Bill Pmt -Check	10/20/2017 4831		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	2,215.36
	Bill Pmt -Check	11/20/2017 4845		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	2,905.87
	Bill Pmt -Check	03/26/2018 4928	invoices - 0387155, 0401002, 0401001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	1,772.89
Tyco Integrated Security LLC	rity LLC	1000	111 12000 100000				
United Rentals (North America), Inc.	America), Inc.					•	
	Bill Pmt -Check	01/10/2017	QuickBooks generated zero amount transaction for bill payment stub	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable 0.00)
Vaspian LLC							
	Bill Pmt -Check	02/24/2017 4600	January 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	190.00
	Bill Pmt -Check	03/24/2017 4633	February 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	1,265.00
	Bill Pmt -Check	04/06/2017 4641	March 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	990.00
	Bill Pmt -Check	05/05/2017 4682	April 2017	1011 · Centerstone HSBC Distribution	2010 - Accounts Payable	ts Payable	990,00
	Bill Pint - Check	06/02/2017 4566	IVIAY 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	990.00
	Bill Pilit -Clieck	00/28/2017 4/00	luk 2017	1011 Cellersone nobc Distribution	2010 · Accounts Fayable	is Payable	990.00
	Bill Pmt -Check	09/05/2017 4772	Aliquet 2017	1011 Centerstone HORO Distribution	2010 - Accounts Payable	ts Payable	990.00
	Bill Pmt -Check	09/29/2017 4791	September 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	990,00
	Bill Pmt -Check	11/03/2017 4838	October 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ts Payable	990.00
	Bill Pmt -Check	12/08/2017 4872	November 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	its Payable	990.00
	Bill Pmt -Check	01/17/2018 4891	December 2017	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	its Payable	990.00
	Bill Pmt -Check	02/16/2018 4897	January 2018	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	its Payable	990.00
	Bill Pmt -Check	03/09/2018 4901	February 2018	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	its Payable	990.00
	Bill Pmt -Check	04/09/2018 4929	March 2018		2010 · Accounts Payable	ts Payable	990.00
	Bill Pmt -Check	05/02/2018 4933	April 2018		2010 - Accounts Payable	its Payable	990.00
	Bill Pmt -Check	06/01/2018 4947	May 2018		2010 · Accounts Payable	its Payable	990.00
	Bill Pmt -Check	07/03/2018 4957	June 2018		2010 · Accounts Payable	its Payable	990.00
	Bill Pmt-Check	08/03/2018 4967	July 2018		2010 · Accounts Payable	its Payable	990.00
	Bill Pmt -Check	08/24/2018 4978	August 2018	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	its Payable	990.00
11/2/2018 10:41 AM				F:\CFO\Crown\APA Requests\Vendor payments 2017-01-01 to 2018-09-30 Eastn	te\Vandor navments	2017-01-01 to 2018-0	0_20 Eactnoi

Clarus Linen Systems - EASTPOINT Transaction List by Vendor January 2017 through September 2018

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January 2017 through September 2018	nber 2018					
	Type	Date Num	Memo	Account	Clr Split	Debit Credit
Venus Group	Bill Pmt -Check	01/10/2017 4512	po#EP10408	1011 · Centerstone HSBC Distribution	2010 - Accounts Pavable	Ne 694 88
	Bill Pmt -Check	03/24/2017 4634	po#EP10569	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt -Check	12/08/2017 4873		1011 · Centerstone HSBC Distribution	2010 Accounts Payable	2
Walton EMC Natural Gas	s Bill Pmt -Check	02/06/2017 4564	90rt #703188001	1011 · Contactions LCDO Distribution	ACAO . Assault Dovo	
	Bill Pmt -Check	04/07/2017 4642		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 55,759,43
	Bill Pmt -Check	05/10/2017 autod051017	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt -Check	06/09/2017 4690	acct #703188001	1011 · Centerstone HSBC Distribution	2010 ⋅ Accounts Payable	
	Bill Pmt -Check	07/07/2017 4717	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt -Check	08/11/2017 4758	VOID: acct #703188001	1011 · Centerstone HSBC Distribution	√ 2010 · Accounts Payable	0.00
	Bill Pmt -Check	09/06/2017 autod090617		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 41,893.41
	Bill Pmt -Check	10/18/2017 autod101817	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 21,191.12
	Bill Pmt -Check	11/14/2017 autod111417	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 25,195.18
	Bill Pmt -Check	12/12/2017 autod121217	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt -Check	01/16/2018 autod011618	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 27,622.55
	Bill Pmt -Check	02/13/2018 autod021318	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 26,181.89
	Bill Pmt -Check	03/13/2018 autod031318	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ole 26,027.66
	Bill Pmt -Check	03/23/2018 autod032318	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pillt -Crieck	05/14/2016 autod051418	acct #703188001	1011 Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt -Check	06/25/2018 autod062518	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 23.319.11
	Bill Pmt -Check	08/10/2018 4969	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt-Check	08/30/2018 4990	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 20,407.67
Mchadle Inc	Bill Pmt -Check	09/21/2018 5004	acct #703188001	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ole 17,282,40
	Bill Pmt -Check	03/24/2017 4635	computer support services - lightning damage	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	1 318 00
	Bill Pmt -Check	08/11/2017 4759	service call	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
Wesley Emmett						
Wilbur Nesbitt	Bill Pmt -Check	09/04/2018 4997	Severance - 083118	1011 · Centerstone HSBC Distribution	2010 - Accounts Payable	ble 704.79
	Bill Pmt -Check	02/17/2017 4568	manuel check - missing hours	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ie 644,15
Willingham 1631, LLC	Bill Dmt Check	04/03/2017 25004022047	100000000000000000000000000000000000000			
	Bill Pmt -Check	02/07/2017 ach02072017	Eehnlary 2017 rent	1011 : Centerstone LCBC Distribution	2040 Account Describe	
	Bill Pmt -Check	03/03/2017 ach03032017	March 2017 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 16,544.39
	Bill Pmt -Check	04/04/2017 ach04042017	April 2017 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt -Check	05/03/2017 ach05032017	May 2017 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
	Bill Pmt -Check	06/14/2017 ach06142017	June 2017 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 16,544.39
	Bill Pmt -Check	07/11/2017 ach07112017	June 2017 rent - late fee	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 827.22
	Bill Pmt -Check	07/11/2017 ach07112017	July 2017 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ble 16,544.39
	Bill Pmt -Check	08/10/2017 ach08102017	August 2017 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ole 16,544.39
	Bill Pmt -Check	09/07/2017 ach09072017		1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	ole 18,198.83
	Bill Pmt -Check	10/16/2017 ach10162017	October 2017 rent	1011 · Centerstone HSBC Distribution	· 2010 · Accounts Payable	ole 16,544,39
	Bill Pmt -Check	12/08/2017 ach12082017	December 2017 rent	1011 Centerstone HSBC Distribution	2010 · Accounts Payable	
1/2/2019 10:41 444					zolo: Accoults rayable	16,544.39
1/// X 11:// AN/				F		

Bill Pmt -Check

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Wright Express (C)

Windstream Communication

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Bill Pmt -Check

uary 2018 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,544.39
oruary 2018 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	31,654.62
iitional 2017 CAM charges	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	434.06
rch 2018 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	18,374.32
	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	21,130.48
May 2018 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	18,374.32
June 2018 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	18,374.32
	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	20,211.75
August 2018 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	18,374.32
Sept 2018 rent	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	18,374.32
security deposit 2018	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	25,000.00
	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	1,211.89
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,131.72
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	15,820.35
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	13,353.51
acct #0411-00-429285-0	1011 - Centerstone HSBC Distribution	2010 · Accounts Payable	19,294.29
VOID: acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	√ 2010 · Accounts Payable	0.00
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	15,543.76
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	
acct #0411-00-429285-0		•	16,234.10
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234.10 19,703.14
acct #041 1-00-423203-0	1011 · Centerstone HSBC Distribution 1011 · Centerstone HSBC Distribution	2010 · Accounts Payable 2010 · Accounts Payable	16,234,10 19,703,14 35,433,83
acct #0411-00-429285-0	1011 - Centerstone HSBC Distribution 1011 - Centerstone HSBC Distribution 1011 - Centerstone HSBC Distribution	2010 · Accounts Payable 2010 · Accounts Payable 2010 · Accounts Payable	16,234.10 19,703.14 35,433.83 34,938.93
acct #0411-00-429285-0	1011 - Centerstone HSBC Distribution	2010 · Accounts Payable 2010 · Accounts Payable 2010 · Accounts Payable 2010 · Accounts Payable	16,234.10 19,703.14 35,433.83 34,938.93 37,754.84
acct #0411-00-429285-0	1011 - Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,93 37,754,84 33,447,73
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,93 37,754,84 33,447,73 34,667,89
acct #0411-00429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,93 37,754,84 33,447,73 34,667,89 37,267,86
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,93 37,754,84 33,447,73 34,667,89 37,267,86
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,83 37,754,84 33,447,73 34,667,89 37,267,86 40,166,84 35,023,84
	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,83 37,754,84 33,447,73 34,667,89 37,267,86 40,166,84 35,023,84
acct #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,83 37,754,84 33,447,73 34,667,89 37,267,86 40,166,84 35,023,84 35,631,30
acd #0411-00-429285-0 acd #0411-00429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,83 37,754,84 33,447,73 34,667,89 37,267,86 40,166,84 35,023,84 35,631,30 28,174,34 29,367,44
acd #0411-00-429285-0 acd #0411-00429285-0 acd #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,83 37,754,84 33,447,73 34,667,89 37,267,86 40,166,84 35,023,84 35,631,30 28,174,34 29,367,44
acd #0411-00-429285-0 acd #0411-00429285-0 acd #0411-00-429285-0 acd #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,83 37,754,84 33,447,73 34,667,89 37,267,86 40,166,84 35,023,84 35,631,30 28,174,34 29,367,44 23,514,21 21,860,57
acd #0411-00-429285-0 acd #0411-00429285-0 acd #0411-00-429285-0 acd #0411-00-429285-0 acd #0411-00-429285-0	1011 · Centerstone HSBC Distribution	2010 · Accounts Payable	16,234,10 19,703,14 35,433,83 34,938,93 37,754,84 33,447,73 34,667,89 37,267,86 40,166,84 35,023,84 35,023,84 28,174,34 29,367,44 29,367,44 21,860,57
	January 2018 rent February 2018 rent additional 2017 CAM charges March 2018 rent May 2018 rent June 2018 rent August 2018 rent Sept 2018 rent security deposit 2018 acct #0411-00-429285-0	charges charges 4.20285-0	1011 · Centerstone HSBC Distribution

11/02/2018

January 2017 through September 2018

Bill Pmt -Check

Type

Clarus Linen Systems - EASTPOINT Transaction List by Vendor

Section 4.13(b)

Customer and Supplier Termination Notices

None.

Events Outside Ordinary Course of Business

None.

Linen Inventory

Linen is located at each of the operating facilities and in all customer locations.

See attached Linen Inventory Values.

				ပ္ခု	Spartanburg	l			
				P	Plant purchases,				
		Linen rentals	Linen purchases as		net of	7	Transfers in/out	ⅎ	Total placed
Year	an	and direct sales	a % of sales		Adjustments		(DDB)		in service
2013	\$	1	#DIV/0!	\$	1,357,314	❖	1,034,000	ş	2,391,314
2014	Ş	ı	#DIV/0!	ş	2,431,304	\$	Ī	Ş	2,431,304
2015	٠. ج	9,771,549	30.19%	⋄	2,738,821	❖	211,648	ş	2,950,469
2016	\$	9,919,017	25.42%	Ş	2,521,813	ş	ı	Ş	2,521,813
2017	ş	9,367,866	29.83%	Ş	2,794,720	\$	ı	ş	2,794,720
2018	<u>~</u>	6,247,488	10.64%	\$	631,903	❖	33,105	Ş	665,008
				Ī	SPG				
	>	Amortization				_	Rollforward	E	Ending Balance
Month		Expense	Placed in Service		LIS Balance		Proof		Proof
Jan-18	\$	189,602.73	\$ 116,368.70	\$	1,832,511.39	\$	1	\$	ı
Feb-18	Ş	178,751.04	\$ 63,129.88	ş	1,717,351.48	Ş	(461.25)	ş	1
Mar-18	Ş	201,305.66	\$ 42,303.69	ş	1,558,349.51	\$	1	ş	1
Apr-18	ş	201,520.20	\$ 50,982.98	\$	1,407,812.29	ş	ı	÷	ı
May-18	\$	189,175.30	\$ 155,697.41	Ş	1,374,334.40	ş	ŧ	÷	ı
Jun-18	ş	186,312.11	\$ (9,249.79)	ş	1,178,772.50	Ş	•	⊹	1
Jul-18	÷	181,482.91	\$ 50,811.17	ş	1,048,100.76	Ş	1	Ş	1
Aug-18	ş	164,671.95	\$ 105,317.98	ş	988,746.79	Ş	ı	Ş	,
Sep-18	\$	157.970.52	\$ 89,645,77	S	920,422,04	n		3	

	Ending Ralance	۽[ortication			I IS Balance		Thanas Par
	Proof		Expense	Amort Variance	LIS Balance	Variance	-	ല
1	\$ -	ئ	189,603	\$ 0.00	\$ 1,832,511	· •	(0.00) \$	116,369
1.25)	₹ \$	ş	178,751	\$ 0.00	\$ 1,716,890	5 (61.25 \$	63,130
1	\$ -	ş	201,306	\$ (0.00)	\$ 1,557,888	₩.	61.25 \$	42,304
1	·	ş	201,520	\$ 0.00	\$ 1,407,351	₩	461.25 \$	50,983
ŧ	.	ş	189,175	\$ (0.00)	\$ 1,373,873	\$	161.25 \$	155,697
•	⊹	Ş	186,312	\$ 0.00	\$ 1,178,311	. \$.	61.25 \$	(42,355
•	\$ \$	ş	181,483	\$ (0.00)	\$ 1,047,640	÷	160.65 \$	50,812
ŧ	\$ -	ş	164,672	\$ (0.00)	\$ 988,286	÷	460.65 \$	105,318
ı	·	ş	157,971	\$ (0.00)	\$ 919,961	\$	460.65 \$	89,646

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Sep-18	Au	Ē		Ma	i A	Ma	Fel	Jar	M									≾	
18	g-18	-18	1-18	y-18	Apr-18	r-18	Feb-18	Jan-18	Month			 2018	2017	2016	2015	2014	2013	Year	
❖	\$	Ϋ́	· -¢^	· •	. ₹	⟨	\$	s		A	Π	Ś	\$	Ş	Ş	Ş	ş	Lin and	•
98,684.02	92,442.72	93,391.57	63,821.47	60,290.57	57,980.81	55,730.63	47,120.92	48,126.10	Expense	Amortization		2,163,896	951,746				•	Linen rentals and direct sales	
\$	Ş	÷	-√>	٠٠	₩.	₩	·s	\$	몵									Line	
65,920.04	113,048.22	58,414.17	215,399.53	44,914.05	44,427.41	44,505.18	56,001.98	58,025.43	Placed in Service			32.38%	74.53%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	Linen purchases as a % of sales	
ş	Ş	Ş	·S	·s	·	Ş	↔	٠				Ś	Ś	ş	Ş	\$	\$	~	
698,068.70	730,832.68	710,227.19	745,204.58	593,626.53	609,003.04	622,556.45	633,781.90	624,900.84	LIS Balance		TRI	482,775	709,372	t	1	1	1	net of Adjustments	
↔	s	\$	Ś	·S	-⟨Λ	s	Ş	\$		70		s	\$	s	\$	❖	Ş	Tra	
	•	ı	ı	r	£	,	•	1	Proof	Rollforward		217,881	1	ı	1	1	1	Transfers in/out Total placed in (DDB) service	
\$	\$	⊹	S	Υ,	₹>	Ş	Ş	\$		End		\$	Ş	\$	\$	ş	\$	Tot	
(155.29)	(155.29)	(155.29)	(155.29)	(155.29)	(155.29)	(155.29)	(155.29)	(155.29)	Proof	Ending Balance		700,656	709,372	ı			•	al placed in service	
\$ 98,684	\$ 88,740	\$ 93,564	\$ 63,821	\$ 60,291	\$ 57,981	\$ 55,731	\$ 47,121	\$ 48,126	Expense	Amortization									
84	40	64	21	91	81	31	21	26		ž									
\$ 0.00 \$	\$ 3,702.50 \$	\$ (171.96) \$	\$ 0.00 \$	\$ (0.00) \$	\$ 0.00 \$	\$ (0.00) \$	\$ 0.00 \$	\$ (0.00) \$	\mort Variance		G/L Bal								
701,599	734,363	710,055	745,205	593,627	609,003	622,556	633,782	624,901	LIS Balance		G/L Balances Comparison								
S	s	Ş	s	\$	\$	÷	❖	Ş	_	=	riso								
(3.530.55) \$	(3,530.55) \$	171.96 \$	(0.01) \$	(0.00) \$	(0.01) \$	(0.00) \$	(0.00) \$	(0.00)	Variance	LIS Balance I	د ا								
			-,		•	٠,				Purc									

58,025 56,002 44,505 44,427 44,914 (2,482) 58,414 113,048 65,920

Plant purchases, net of

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					EastPoint		4	
				P	Plant purchases,		- 1	
	_	Linen rentals	Linen purchases as		net of	Transfers in/out	-	Total placed
Year	an	and direct sales	a % of sales		Adjustments	(DDB)		in service
2013	\$	60	#DIV/0!	ş	3,148,702	\$ 223,721	S	3,372,423
2014	Ş	ī	#DIV/0!	s	3,953,875	\$ (45,177)	S	3,908,698
2015	\$	11,678,849	28.91%	Ş	3,197,983	\$ 178,809	s	3,376,792
2016	Ś	12,493,373	24.81%	s	3,100,056	٠ '	S	3.100.056
2017	Ş	11,995,604	21.08%	s	2,528,791	ب	S	2,528,791
2018	\$	6,403,186	20.72%	S	797,969	\$ 528,950	\$	1,326,919
	I				EFI		ı	
	>	Amortization		Ŧ		Rollforward	E	Ending Balance
Month		Expense	Placed in Service		LIS Balance	Proof		Proof
Jan-18	s	171,561.31	\$ 96,084.12	Ş	1,447,974.46	\$ -	Ş	(683.27)
Feb-18	÷	161,176.57	\$ 105,913.37	S	1,392,711.26	S	s	(683.27)
Mar-18	Ş	184,829.50	\$ 195,820.70	S	1,403,702.47	\$ ·	S	(683.27)
Apr-18	S	195,513.57	\$ 72,816.30	Ş	1,281,005.20	· ·	S	(683.27)
May-18	S	184,247.96	\$ 135,463.20	s	1,232,220.44	\$	S	(683.27)
Jun-18	s	174,518.53	\$ 578,956.62	s	1,636,658.53	S	\$	(683.27)
Jul-18	\$	229,786.99	\$ 55,316.36	S	1,462,187.90	ب	S	(683.27)
Aug-18	Ś	210,218.31	\$ 63,007.11	S	1,314,976.70	\$	S	(683.27)
Sep-18	Ś	197,283.58	\$ 23,541.58	S		•	n	

A	mortization						LIS Balance	ح	Purchases Per
	Expense	Am	Amort Variance		LIS Balance		Variance		ପ
· O >	172,082	s	(520.73)	S	1,447,120	S	854.10	S	96,084
₩.	161,648	s	(471.31)	S	1,391,386	S	1,325.41	S	105,91
S	184,830	₹\$	(0.00)	S	1,402,377	S	1,325.42	S	195,821
₩.	195,514	s	(0.00)	S	1,279,680	\$	1,325.42	S	72,816
₩.	184,248	s	(0.00)	S	1,230,895	s	1,325.42	S	135,463
S	174,519	s	(0.00)	Ş	1,635,333	s	1,325.42	\$	50,006
•0•	229,787	S	(0.00)	S	1,460,862	s	1,325.42	Ş	55,316
S	210,218	\$	(0.00)	S	1,313,651	5	1,325.42	s	63,007
·Vì	197,284	s	(0.00)	S	1.139.909	s	1.325.43	s	23.54

Section 4.18(a)

Material Contracts

- (i) None.
- (ii) None, other than obligation owed to HSBC Bank USA, National Association as borrower and guarantor under the Loan and Security Agreement dated as of October 29, 2013, as amended.
- (iii) (a) security interest in specific equipment located at Eastside Medical Center, 1700 Medical Way, Snellville, Georgia 30078 granted to Prime Alliance Bank, OptumHealthBank, Inc., IPA ONE and Med One Capital Funding, LLC pursuant to an Innovative Product Achievements, LLC (IPA) Invoice dated August 16, 2012 and Schedule A dated February 6, 2014.
 - (b) a security interest in specific equipment located at Atlanta Medical Center, 303 Parkway Drive, Atlanta, Georgia 30312 granted to MB Financial Bank, N.A., Med One Capital Funding, LLC and IPA ONE pursuant to an Innovative Product Achievements, LLC (IPA) Invoice dated March 31, 2014.
 - (c) a security interest in specific equipment located at 1631 Wellingham Drive, Atlanta, Georgia 30344 granted to Med One Capital Funding, LLC as of January 9, 2015.

No cure amounts are due in connection with these contracts.

- (iv) None.
- (v) None.
- (vi) None, other than those contracts listed elsewhere in this Section.
- (vii) None.
- (viii) Promissory Note with Standard Textile Co., Inc. dated December 4, 2017, which requires Seller and its affiliates to purchase at least 65% of their aggregate weekly linen purchases from Standard Textile Co., Inc.
- (ix) None.
- (x) Lease Agreement with ULS Acquisitions, LLC dated November 1, 2013 for Spartanburg, South Carolina facility.

(xi) See Section 4.8(b) above regarding Leased Real Property. No cure amounts due in connection with the Leased Real Property.

The following Contracts concern the lease of Purchased Assets:

- (a) Lease for Laundry Facility with Phoebe Putney Memorial Hospital, Inc. dated August 1, 2016 (equipment at Albany, Georgia facility)
- (b) Equipment Lease Agreement with De Lage Landen Financial Services, Inc. dated February 18, 2016 (forklift)
- (b) Linen Control Subscription Agreement with IPA ONE dated March 11, 2015 and Equipment Addendum dated April 3, 2015 (Scrubex dispenser and related equipment)
- (c) Additional Premises/Equipment/Services Rider with ADT Protection1 dated May 29, 2018 (security system)
- (d) Lease Agreement #FTC116548-001 with De Lage Landen Financial Services, Inc. dated October 19, 2017 (photocopier)
- (e) Lease Agreement with Commercial Trailer Leasing, Inc., Schedule A-1 dated July 26, 2011, Schedule A-2 dated March 13, 2012, Schedule A-3 dated May 23, 2012 and Schedule A-4 dated January 28, 2013 (tractors and trailers)
- (f) Vehicle Lease Service Agreement-Schedule A with Penske Truck Leasing Co., L.P., effective January 28, 2015
- (g) Vehicle Lease Service Agreement-Schedule A with Penske Truck Leasing Co., L.P., effective November 29, 2015
- (h) Vehicle Lease Service Agreement-Schedule A with Penske Truck Leasing Co., L.P., dated February 3, 2016
- (i) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated February 9, 2017
- (j) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated August 20, 2010
- (k) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated November 4, 2014
- (I) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated December 10, 2010

- (m) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated April 26, 2011
- (n) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated January 10, 2013
- (o) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated August 11, 2009
- (p) Truck Lease & Service Agreement-Schedule A with Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services dated August 11, 2009
- (q) Vehicle Lease Service Agreement-Schedule A with Penske Truck Leasing Co., L.P., effective December 20, 2012
- (r) Vehicle Lease Service Agreement-Schedule A with Penske Truck Leasing Co., L.P., dated January 7, 2013
- (s) Vehicle Lease Service Agreement-Schedule A with Penske Truck Leasing Co., L.P., effective August 1, 2013
- (t) Lease Agreement #100-1536447-004 with Leaf Financial dated April 1, 2018 for (Sharp MX-307OV photocopier)
- (xii) See the attached list of Contracts with Seller's Customers.
- (xiii) Contracts with Seller's Suppliers:
 - (a) Service Agreement with Tyler Staffing Services, Inc. d/b/a Chase Professionals dated September 22, 2015
 - (b) Staffing Agreement with Express Services, Inc. d/b/a Express Employment Professionals dated July 10, 2017
 - (c) Offer to Supply Temporary Associates with PeopleReady, Inc. dated July 10, 2017
 - (d) Staffing Services Agreement with Integra Business Alternatives, Inc. dated July 10, 2017
 - (e) Subcontract Service Agreement with Hospital Services, Inc. dated May 1, 2016
 - (f) Agreement for Natural Gas Sales with Walton Energy, Inc., d/b/a Walton EMC Natural Gas dated November 16, 2017

- (g) Master Retail Natural Gas Agreement with Constellation NewEnergy-Gas Division, LLC, effective March 23, 2015 (renewed annually)
- (h) Energy Management Agreement with Total Utility Management Services LLC dated January 1, 2015 (utility management services)

(xiv) Other Contracts

- (a) Non-Compete and Non-Solicitation Agreement with employee Robert Hawkins dated October 27, 2017
- (b) Non-Compete and Non-Solicitation Agreement with employee David M. Krawczyk dated April 12, 2017
- (c) Non-Compete and Non-Solicitation Agreement with employee Richard Leatherwood dated February 28, 2017
- (d) Non-Compete and Non-Solicitation Agreement with employee Kendric McCarty dated July 31, 2018
- (e) Non-Compete and Non-Solicitation Agreement with employee Tamelia N. Moore dated March 8, 2018
- (f) Employment Agreement and Non-Compete and Non-Solicitation Agreement with employee Daisy C. Mvou dated October 10, 2018
- (g) Non-Compete and Non-Solicitation Agreement with employee R. Allen Simmons dated January 8, 2018
- (h) Non-Compete and Non-Solicitation Agreement with employee Rossu Smith dated January 10, 2018

Affiliated Transactions

- 1. Lease Agreement with ULS Acquisitions, LLC dated November 1, 2013 for Spartanburg, South Carolina facility.
- 2. Linens and miscellaneous equipment on the attached list were transferred from Alliance Laundry & Textile Service of Atlanta, LLC's Rome, Georgia facility to Seller during June and July 2018.

Transfer of Equipment from Rome

1/1/2018- 9/3-/2018

ltem	Plant	Net Amount	Date Transferred
Ironer 2 &3 to Eastpoint	East Point	13,099.07	Jul-18
Chicago Ironer Finishing roll Pads to EP	East Point	1,485.57	Jul-18
Carts to EP	East Point	2706.27	Jul-18
Scissor Lift	East Point	0	Jul-18
Boiler to Spartanburg	Spartanburg	524000.15	Jul-18
Transferred Linen from Rome			
	Spartanburg	33,105.13	Jun-18
	Tristate	217,881.35	Jun-18
	East Point	528,950.37	Jun-18

Environmental, Health and Safety Matters

None.